



## **INSTITUTIONAL CONTROLS INVESTIGATION/STUDY REPORT**

### **INTERSTATE POLLUTION CONTROL/ROTO-ROOTER SUPERFUND SITE**

**Winnebago County  
Rockford, Illinois**

**Prepared for:**

**Interstate Pollution Control/Roto-Rooter Superfund Site Remedial Design/Remedial Action  
Steering Committee**

**Prepared by:**

**Environmental Information Logistics, LLC  
446 S. Hawthorne Avenue  
Elmhurst, IL 60126**



**November 19, 2010**

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## **1. Introduction**

This report presents the status of the Institutional Controls ("IC") Investigation/Study for the Interstate Pollution Control ("IPC") Site ("Site") pursuant to U.S. EPA's and Illinois EPA's ICs monitoring process. The IC Investigation/Study is necessary for the Illinois EPA to conduct a review of whether the remedial action is protective of human health and the environment. The goals of the IC Investigation/Study are:

- To evaluate whether institutional controls currently exist that were required by the ROD and Consent Decree;
- To identify and recommend any corrective measures to existing ICs necessary for their effectiveness; and
- To recommend any new or additional ICs.

## **2. Site Description**

The IPC Site is located in an industrial area in south central Rockford, Winnebago County, Illinois, northwest of Magnolia and Peoples Avenues, as shown on the figure included in Attachment A. The small, approximately 2.8 acre, irregularly-shaped Site measures approximately 850 feet long along the north boundary line and 270 feet long along the east boundary line, with a pan-handle shaped extension to the west.

A Site boundary map that identifies the current Site boundaries of the restricted area and which includes streets, easements, property ownership information, and other recorded plat and/or survey information is included in Attachment B. The map was prepared by an Illinois-licensed land surveyor and includes coordinates that are accurate to approximately 0.1 feet. The map was formatted into an ESRI polygon-shaped shape file projected into the UTM, NAD 83 projection system. The shape files for each polygon are available, on request. An aerial map of the Site onto which the property boundaries and parcel numbers are overlaid is also included in Attachment B. The boundaries depicted on these maps match those included in the areas covered by the existing proprietary controls.

## **3. Site Background**

During IPC's period of operation the Site contained, at various times, at least six underground storage tanks, one large above-ground storage tank, an unlined surface impoundment, a gas-fired incinerator, and several structures. IPC's operations included transporting and bulking waste oils, solvents and cyanide waste for incineration, resale and/or off-site disposal. Prior to IPC's operations, the Site was extensively quarried and backfilled with various materials including a large quantity of foundry sand. Following the filling of the quarry and immediately prior to IPC's operations, the Site held an auto salvage yard.

### **3.1 Site Investigation**

Significant removal actions have occurred at the IPC Site. First, IPC removed the incinerator between 1976 and 1979 and conducted a partial cleanup of the Site, in response to an Illinois Pollution Control Board Order. During this partial cleanup, several bulk tankers containing wastes, approximately 180 yds<sup>3</sup> of material from the surface impoundment, and approximately 120 yd<sup>3</sup> of cyanide-contaminated soils were removed. Reportedly, 1,200 drums of contaminated materials also were removed and the surface impoundment backfilled and graded.

On August 6, 1991, the U.S. EPA issued a Unilateral Administrative Order ("UAO") to IPC and other Respondents to conduct additional removal activities at the Site. Beginning in 1992, the Respondents fenced the Site, removed over 1,400 tons of solid and hazardous waste (including visibly stained soils), demolished and removed all above-ground and underground tanks and significant structures, and installed a clay cover over the former impoundments.

Also in 1991, many of the same Respondents negotiated a Partial Consent Decree with the Illinois EPA and the Attorney General of the State of Illinois that required a Remedial Investigation/Feasibility Study ("RI/FS") at the Site. The Respondents completed the RI Work Plan in 1992, conducted field investigations during 1993-1994, and submitted the final RI Report in 1997.

The RI concluded that the Site's groundwater was impacted with numerous organic and inorganic constituents from a combination of past Site activities and from a number of side and upgradient sources.

### **3.2 Remediation**

The Illinois EPA, with the concurrence of the U.S. EPA, selected a remedial alternative which addressed the remaining principal Site threats by installation of a site security fence and an impermeable barrier over the Site, placing institutional controls on future Site uses, reinforcing existing city and state groundwater use restrictions, and addressing groundwater contamination resulting from the Site by implementing a monitored natural attenuation program.

The Respondents have installed the site security fence and the impermeable barrier and have performed the required one year of quarterly background sampling at each of the six Site wells and the two off-site wells. Required semi-annual monitoring for each of the seven constituents of concern (COCs) is currently performed at all eight monitoring wells. The results of the ongoing sampling and evaluations of Site groundwater conditions are provided to the Illinois EPA in annual reports.

## **4. Verification of Institutional Controls**

Institutional controls (ICs) are used to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy.



The current and generally accepted practice is to provide multiple layers of ICs, including proprietary controls (*e.g.*, covenants) and informational devices (*e.g.*, deed notices, advisories), as appropriate to the respective Site.

This verification report documents the Respondent's activities to establish and to ensure that the ICs that have been implemented pursuant to the Consent Decree remain effective.

#### **4.1 Site Ownership**

The IPC Site consists of one property. The Site continues to be owned 1/3 by the heirs of Alma M. Anderson and 2/3s by Anderson's Garage.

#### **4.2 Title Evaluations**

The current title insurance commitment for the Site is included in Attachment C. The title insurance commitment lists the following exceptions:

- Sewer Easement as contained in instrument recorded in Book 159 on Page 117.
- Dedication of Right-of-Way as contained in instrument recorded in Book 696 on Page 626.
- Declaration of Restrictions as contained in instrument recorded as Document No. 9510096.
- Notice of Covenant Beneficiary Election Form as contained in instruments recorded as Document No. 9941081.

Each of the above documents is discussed below.

#### **Sewer Easement**

A sewer easement, a copy of which is included in Attachment D, was signed on March 31, 1906 and subsequently recorded on December 1, 1906. The easement conveyed to the Rockford Malleable Iron Works the perpetual right to construct and maintain a sewer along any portion of 60-foot wide strip of land, approximately 20 feet of which crosses the north part of the Site. This easement runs with the land, and is shown on the site boundary map included in Attachment B. Based on discussions with Arnold Lundgren and Associates, the surveying company that recently completed the boundary survey map, a sewer line was constructed by the current easement beneficiary (Gunitite Corporation) within the confines of the easement but outside the Site boundary.

The Respondents are examining the impact of this easement on Site integrity and possible pursuit of subrogation agreement to quiet this encumbrance.

### **Dedication of Right-of-Way**

The Site property owners (Anderson family) dedicated to the Town (now City) of Rockford, County of Winnebago and State of Illinois, and to the public generally, a strip of land for the purpose of highway. The document, included in Attachment E, was signed on March 20, 1950 and was recorded on April 5, 1950. The City of Rockford, County of Winnebago, and State of Illinois still hold the proprietary controls.

### **Declaration of Restrictions**

Consistent with the requirements of the RD/RA Consent Decree, a restrictive covenant was recorded on the property on February 23, 2009, after lengthy efforts with the Site's owners. The Restrictive Covenant supplemented a March 24, 1995 covenant, recorded pursuant to RI/FS activities. The substance of these recorded documents is set forth below.

The RI/FS "Declaration of Restrictions" was signed on March 10, 1995 and recorded on March 24, 1995. The covenant (1) Provides notice of proceedings at the Site involving Illinois EPA; and, (2) Prohibits residential development, public access for non-industrial purposes, unpermitted handling of waste at or on the Site, and use of Site groundwater. The restrictive covenant applies to the use of the property and runs with the land. Exceptions to the aforementioned restrictions exist solely with Federal or State environmental agency authority.

The RD/RA "Easement and Second Declaration of Restrictions" was signed on February 16, 2009 and recorded on February 23, 2009. The covenant (1) Grants a right of access to representatives of the State of Illinois, the Settling Defendants and other appropriate grantees for the purpose of conducting any Consent Decree-related activity; (2) Provides notice of hazardous substances at the Site; (3) Prohibits excavations or other penetrations at the Site without regulatory compliance; and, (4) Requires maintenance of the engineered barrier. This restrictive covenant applies to the use of the property and runs with the land. It serves to protect against future installation of groundwater wells, future construction or excavation that might provide a route of exposure to impacted groundwater, and to protect the Site cap.

Copies of both of these recorded covenants are included in Attachment F. The attached copies are Winnebago County Recorder-stamped copies verifying that the covenants were properly recorded. The restrictions may only be modified or terminated in writing and with the prior written consent of Illinois EPA. Any modification or termination of an Environmental Notice and Restrictive Covenant also must be recorded.

### **Notice of Covenant Beneficiary Election Form**

The Notice of Covenant Beneficiary Election Form was signed on September 4, 1998 and was recorded on June 23, 1999, and a copy is included as Attachment G. This covenant runs with the land and relates to the Southeast Rockford Superfund Site (which

encompasses the IPC Site) and releases the Owner for certain liabilities in exchange for continued access to the Site and recording of the document.

### **Summary**

It appears that the required controls were executed and recorded in a legally enforceable manner, are still in place, are still effective, and they satisfy the IC objectives/performance standards. Therefore, existing control modifications or new controls are necessary.

### **4.3 Groundwater Management Zone**

A Groundwater Management Zone (GMZ) application was prepared in accordance with 35 IAC 620.250(a)(1) and satisfying the requirements of the Record of Decision (ROD), dated September 28, 1999, and the Consent Decree (with Appendix B – Statement of Work (SOW)) with the State of Illinois, dated November 8, 2005. The application, dated July 6, 2009, incorporated Illinois EPA comments included in their June 10, 2009 conditional approval letter.

The purpose of the application was to establish a three-dimensional region containing groundwater being managed to mitigate impairment caused by the release of contaminants from the site. As indicated in Section 2.4 of the SOW, *“The six site wells...will constitute the horizontal and vertical boundaries of the Groundwater Management Zone.”* The GMZ is listed in the SOW as one of the required controls/restrictions.

### **4.4 Quarterly Inspections**

Routine quarterly maintenance inspections are conducted at the Site and at the downgradient Rockford Park District property where the River Wells are located. These inspections were initiated by the Respondents to ensure that the Site is well maintained, that the ICs are respected, and that any problems are identified and addressed in a timely fashion. Results of each quarterly site inspection is provided to the Illinois EPA.

The quarterly reports include observations regarding the integrity of the Site cap, fences, gates, and locks. Observations also include the six on-Site and two off-Site monitoring wells.

Inspection reports for the second and third quarters of 2010 are included as samples in Attachment H. While the inspections indicated minor physical issues (animal activity at fences, etc.) all issues were promptly addressed and all inspections to date have indicated there were no activities that would compromise the ICs for the Site.

#### **4.5 River Well Access Agreement**

The Settling Parties entered into a formal access agreement with the Rockford Park District to install, access, sample, and maintain two wells in the direction of the Rock River, pursuant to the ROD and RD/RA requirements.

A copy of the access agreement with the Rockford Park District is included in Attachment I.

#### **4.6 Title searches**

Another layer in maintaining effective ICs is to verify the property owner, payment of taxes, and the absence of any further recordings against the property. According to the July 2010 title search report, all ICs are recorded without contradiction and the remaining items are in order.

The July 2010 title search report is included in Attachment C.

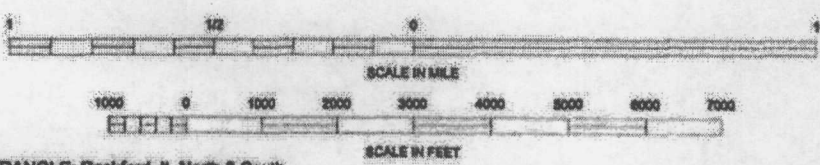
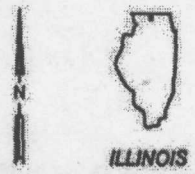
Results from the annual title search show no changes to the ownership of the subject property, confirms the referenced recordings, and that no new recordings have occurred.

### **5. Conclusion**


The foregoing measures constitute compliance for ICs with the Site's Record of Decision and Consent Decree requirements. The ICs appear to be sufficient and no new ICs or modification of existing ICs are proposed, with the exception of consideration of efforts to narrow the Sewer Easement discussed on page 3.

**Attachment A**

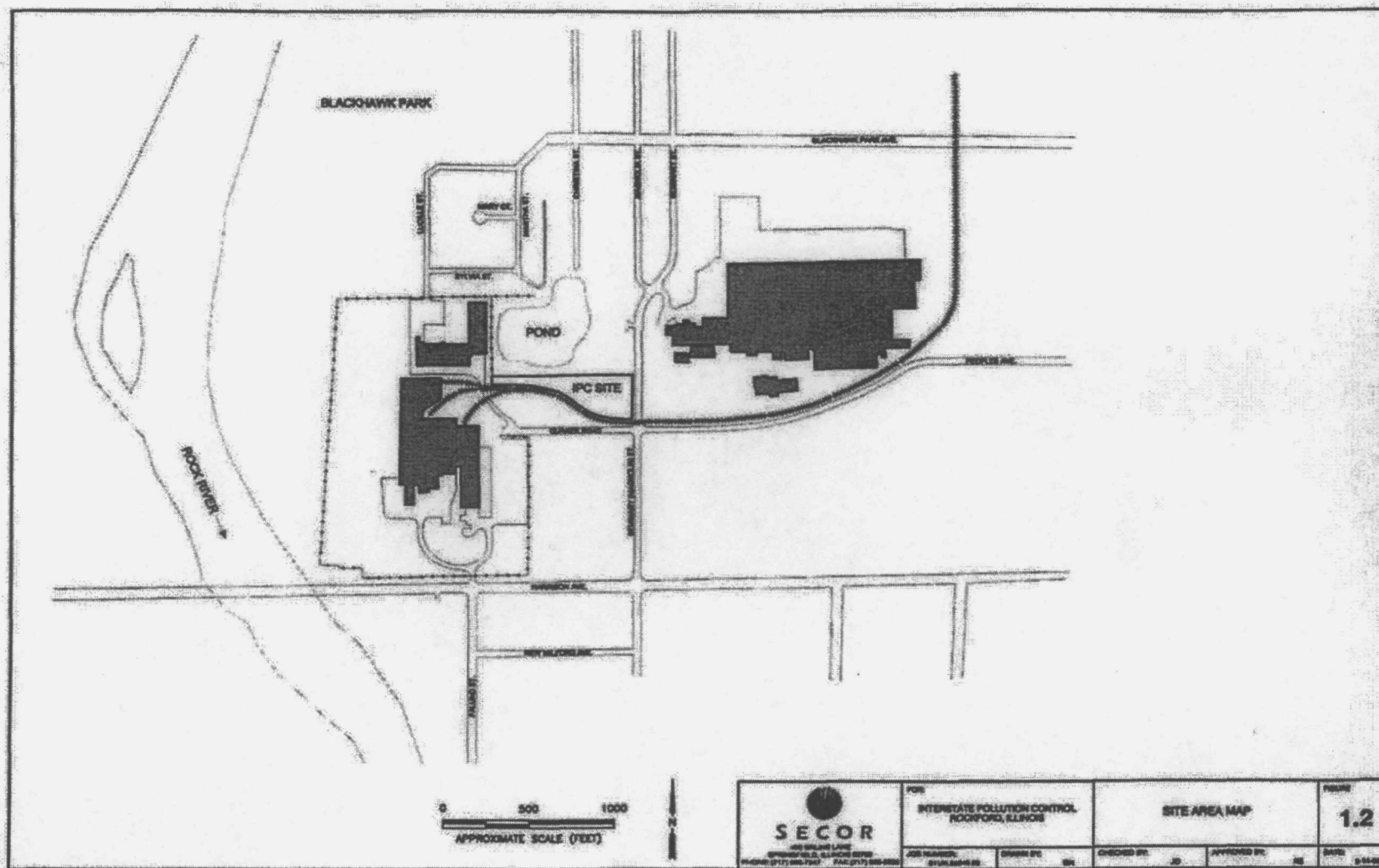
**Site Location and Detail Maps**



REFERENCE: USGS 7.5 MINUTE QUADRANGLE; Rockford, IL North & South  
Photorevised 1993

 <b>SECOR</b> 400 BRUNS LANE SPRINGFIELD, ILLINOIS 62702 PHONE: (217) 966-7247 FAX: (217) 966-8538	FOR: <b>INTERSTATE POLLUTION CONTROL ROCKFORD, ILLINOIS</b>	<b>SITE LOCATION MAP</b>	FIGURE <b>1.1</b>
JOB NUMBER: 01UN00046.00	DRAWN BY: GH	CHECKED BY: JO	APPROVED BY: KB
DATE: 9-14-08			

FILEPATH: \\C:\ADD-61\PC\61\UN\00046.00\proposals\001 Figure 1.1 site location map.dwg;shh\efeb 21, 2008 at 15:26;Layout: site loca

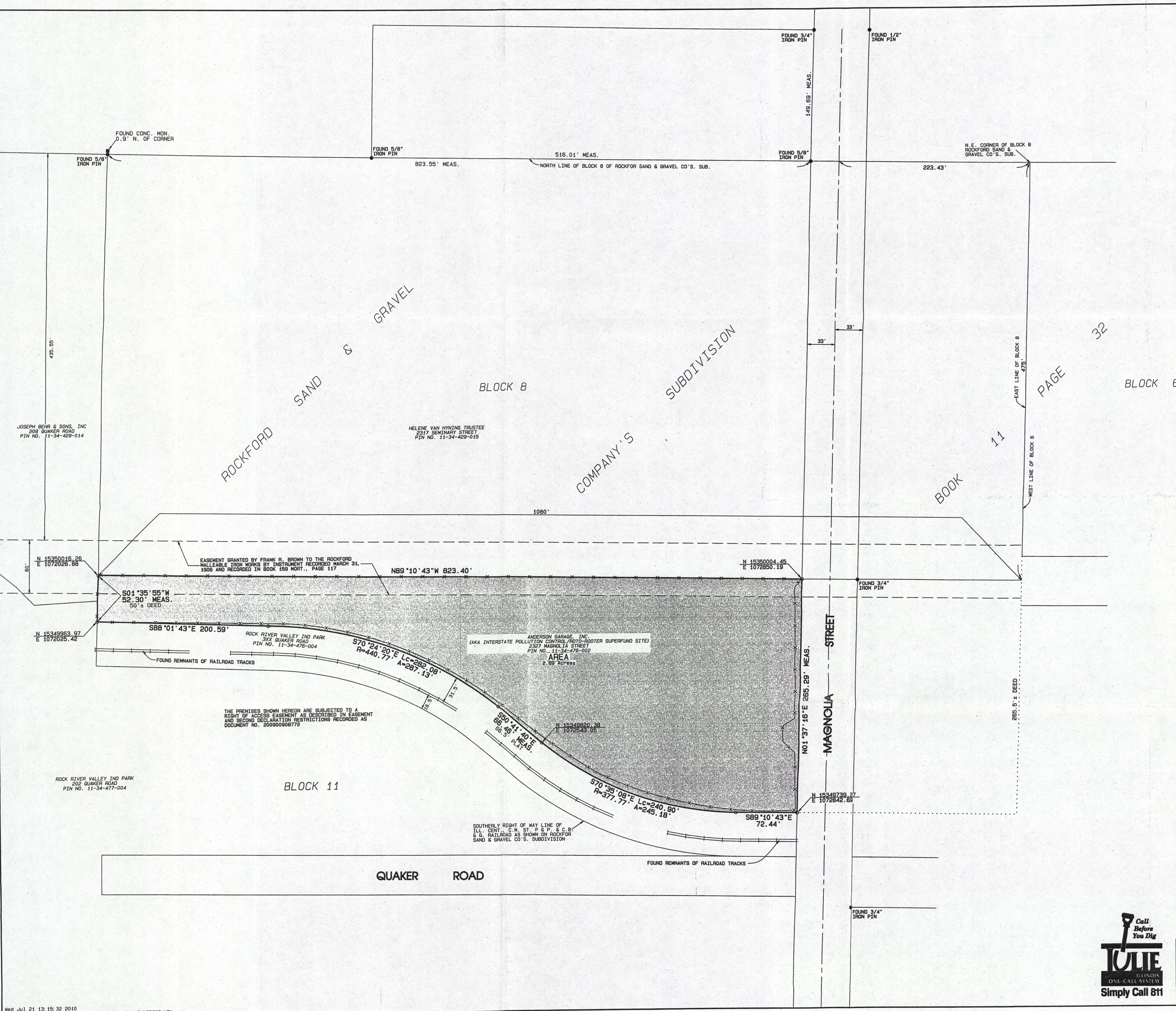


REPRINTED FROM THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, PUBLISHED WEEKLY

**Attachment B**

**Site Boundary and Aerial Maps**





UTM ZONE 16

GRAPHIC SCALE 1"=50'

0 50 100 150

LEGEND

- BOLLARD
- CLEANOUT
- CURB INLET
- ELECTRIC METER
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- GUY WIRE
- LIGHT POLE
- MANHOLE
- OPEN GRATE MANHOLE
- UTILITY POLE
- SPECIAL INLET
- UTILITY PEDestal
- VALVE
- WATER MANHOLE
- WELL
- EXISTING SPOT ELEVATION
- EXISTING CONTOUR LINE
- RAILROAD TRACKS
- CENTER LINE
- BUILDING SETBACK LINE
- BUILDING WALL
- EASEMENT LINE
- FENCE LINE
- GAS MAIN
- SANITARY SEWER
- SECTION LINE
- STORM SEWER
- UNDERGROUND ELECTRIC CABLE
- UNDERGROUND TELEPHONE CABLE
- WATER MAIN
- SUBJECT PREMISES

LEGAL DESCRIPTION

Part of Block Eight (8) as designated upon the Plat of Rockford Sand and Gravel Company's Subdivision of part of Section 34 and 35, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 11 of Plats on Page 32 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning on the East line of said Block Eight (8), which line is coincident with the West line of Block Six (6) as shown upon said Plat, at a point 475.0 feet South of the Northwest corner of said Block Six (6); thence West, parallel with the North line of said Block Eight (8), 1080.0 feet; thence South, parallel with the West line of said Block Six (6), extended South, 50 feet, more or less, to the Southerly line of said Block Eight (8); thence East, parallel with the North line of said Block Eight (8), 1080.0 feet; thence South, parallel with the West line of said Block Six (6), extended South, 50 feet, more or less, to the point of beginning. EXCEPTING THEREFROM all that part of said tract lying East of the West line of Magnolia Street as said street was dedicated by Deed dated March 20, 1960 and recorded April 5, 1960 in said Recorder's Office in Book 696 on Page 626; situated in the County of Winnebago and State of Illinois.

Pursuant to the Accuracy Standards as adopted by NSPS and in effect on the date of this Exhibit, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

These measurements were made of the above described property at the request of Environmental Information Logistics, L.L.C. Dimensions are given in feet and decimals of a foot, unless otherwise specified. The field work for this project was completed on July 16, 2010.

I, Daniel L. Kasten, an Illinois Professional Land Surveyor, hereby state, affirm and declare that survey measurements have been made at and under my direction as shown hereon and that the Exhibit hereon drawn is a correct representation of the conditions existing at the time of said measurements.

Dated this 20th day of July, 2010 Rockford, Illinois

ARNOLD LUNDGREN & ASSOCIATES  
Professional Engineers & Land Surveyors  
803 N. Church Street, Rockford, Illinois  
Telephone (815) 968-8881 Fax (815) 962-6409

By: *Daniel Kasten*  
Daniel L. Kasten  
Illinois Professional Land Surveyor No. 3133 (Exp. 11/2010)

# EXHIBIT

## PART OF BLOCK 8 OF ROCKFORD SAND AND GRAVEL COMPANY'S SUBDIVISION

ROCKFORD, ILLINOIS - WINNEBAGO COUNTY

Arnold Lundgren Associates Professional Engineers and Land Surveyors Illinois Design Firm No. 184-002889 803 N. Church Street, Rockford, IL 61103 815-968-8881 Fax 815-962-6409 ala@arnoldlundgren.com	DATE 7-20-10	ORDER NO. 23686
	BY DLK	CHECKED GFS
REVISIONS 1) ADDED OWNERS NAMES 7-21-10		





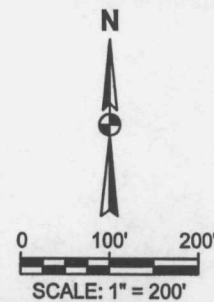
### LEGEND

 IPC APPROXIMATE SITE BOUNDARY

**11-34-476-002** PARCEL NUMBER (PIN)

### NOTES

1. AERIAL PHOTO PROVIDED BY WINNEBAGO COUNTY GEOGRAPHIC INFORMATION SYSTEM (WINGIS).



PREPARED BY



PREPARED FOR

**INTERSTATE  
POLLUTION  
CONTROL**

### FIGURE 1

#### SITE PARCEL NUMBER MAP

INTERSTATE POLLUTION CONTROL  
ROCKFORD, ILLINOIS  
JULY 2010

**Attachment C**

**Site Title Insurance Commitment**



**TITLE UNDERWRITERS AGENCY**  
Agent for CHICAGO TITLE INSURANCE COMPANY  
TICOR TITLE INSURANCE COMPANY  
SECURITY UNION TITLE INSURANCE COMPANY

Thank you for choosing Title Underwriters Agency for your Real Estate Title Insurance and related services. We understand you have a choice and we are committed to providing World Class Service and support. Should you have any questions related to your Title Insurance Commitment, please contact the office below. For your added convenience we have included the E-mail address of the person who examined our order. You may E-mail them directly for prompt service.

Title Underwriters Agency  
126 N. Water Street  
Rockford, IL 61107  
PHONE: (815)964-9800 FAX: (815)964-4135  
E-MAIL: \tua-sql\Softpro\TUA Logo.pcx

### **CLOSING INFORMATION**

In order to properly facilitate your closing:

Please contact the office of your choice to schedule a closing appointment. All appointments must be confirmed with the lender.

Please furnish closing figures at least 48 hours prior to the closing. If electronic documents will be utilized, please inform the closing office. This will ensure that we can receive the package.

Please make sure your payoff letters are current through the date of disbursement.

Please bring the buyer's funds in the form of either a certified or cashier's check payable to Title Underwriters Agency. All funds greater than \$50,000.00 must be in the form of a wire transfer.

Please provide proper identification (i.e. picture I.D. with signature or Driver's License) which is required before we can notarize documents at the closing.

By following these guidelines, Settlement Agent can minimize any difficulties that might otherwise delay your closing.

The following parties were furnished copies of this document:

**Carol Lockwood, Attorney  
Hinshaw & Culbertson**

Below is a list of our office locations and contact information. If you require directions to our offices, please visit our website at [www.titleunderwriters.com](http://www.titleunderwriters.com) or call your closing office.

**Waterside Center - 126 North Water Street, Rockford, IL 61107 - Phone: (815) 9649800  
Customer Service Fax (815) 964-4135 - Closing Department Fax: (815) 964-0084**  
**Mulford Office - 1235 N. Mulford, Rockford, IL 61107 - Phone: (815) 227-9800 Fax: (815) 227-9808  
Construction Department - Phone: (815) 969-1870 Fax: (815) 637-6906**  
**Roscoe Office - 4908 Hononegah Road, Roscoe, IL 61073 - Phone: (815) 623-3400 Fax: (815) 623-3260**  
**Belvidere Office - 417 South State Street, Belvidere, IL 61008 - Phone: (815) 544-2222 Fax: (815) 544-2244**  
**Byron Office - 117 South Lafayette Street, Byron, IL 61010 - Phone: (815) 234-4440 Fax: (815) 234-4454**  
**Oregon Office - 119 S. 4th Street, Oregon, IL 61061 - Phone: (815) 732-2445 Fax: (815) 732-3742**  
**Rochelle Office - 242 May Mart Drive, Rochelle, IL 61068 - Phone: (815) 562-4132 Fax: (815) 562-4133**

## CHICAGO TITLE INSURANCE CO

### COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Co, a Nebraska corporation ("Company"), for a valuable consideration, Commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, under the terms of and subject to the provisions contained in the "AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 2006" issued by the Company, which are incorporated herein by reference and made a part of this Commitment, upon payment of the premiums and charges and compliance with the requirements, if any; all subject to the provisions of Schedules A and B, and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS

1. The term "mortgage" when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment, other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

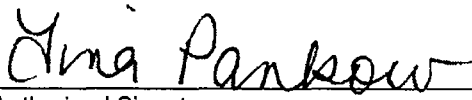
### SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions; and, if an owner's policy is to be issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(2) An ALTA Loan Policy will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (b) Consequences of the failure of the Insured to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

IN WITNESS WHEREOF, the Chicago Title Insurance Co has caused this Commitment to be signed and sealed as of the Effective Date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

  
Authorized Signatory

Issued by:

Title Underwriters Agency  
126 N. Water Street  
Rockford, IL 61107

Phone: (815)964-9800 Fax: (815)964-4135

**TITLE UNDERWRITERS AGENCY**  
**agent for**  
Chicago Title Insurance Co  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

**Amended on:**  
**Amended for:**

**Prepared For:**  
Carol Lockwood, Attorney  
Hinshaw & Culbertson

**Address Given:**  
2327 Magnolia Street  
Rockford, IL 61102

1. **Effective Date:** June 21, 2010 at 07:59 AM      **Our No.** W178308COM
2. **Policy or Policies to be issued:**
- (a) **Owner's Policy:** ALTA - 2006 (6/17/06)      **Amount \$** 1,000.00  
        **Proposed Insured:**  
        PURCHASER TO BE NAMED
- (b) **Loan Policy:** ALTA - 2006 (6/17/06)      **Amount \$**  
        **Proposed Insured:**
3. **The estate or interest in the Land described or referred to in this Commitment and covered herein is:**  
Fee Simple
4. **Title to the Fee Simple estate or interest in said Land is at the Effective Date hereof vested in:**  
The Heirs at Law of Alma M. Anderson, deceased as to an undivided 1/3 interest AND  
Anderson's Garage, an Illinois Corporation as to an undivided 2/3 interest
5. **The Land referred to in the Commitment is in the State of Illinois, County of Winnebago, and is described as follows:**

**SEE SCHEDULE A CONTINUED**

**SETTLEMENT AGENT**

BY:   
Authorized Signatory

REGISTERED AGENT:  
Title Underwriters Agency, 126 N. Water Street, Rockford, IL 61107  
Phone (815)964-9800 Fax: (815)964-4135

SCHEDULE A  
ALTA Commitment-2006 (6/17/06)

(W178308COM.PFD/W178308COM/5)

**Chicago Title Insurance Co**  
**SCHEDULE A CONTINUED**

Part of Block Eight (8) as designated upon the Plat of Rockford Sand and Gravel Company's Subdivision of part of Section 34 and 35, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 11 of Plats on Page 32 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning on the East line of said Block Eight (8), which line is coincident with the West line of Block Six (6) as shown upon said Plat, at a point 475.0 feet South of the Northwest corner of said Block Six (6); thence West, parallel with the North line of said Block Eight (8), 1080.0 feet; thence South, parallel with the West line of said Block Six (6), extended South, 50 feet, more or less, to the Southerly line of said Block Eight (8); thence Easterly and Southeasterly along the Southerly line of said Block Eight (8) to the West line of said Block Six (6), extended South; thence North on said West line so extended, 265.5 feet, more or less, to the point of beginning, EXCEPTING THEREFROM all that part of said tract lying Easterly of the Westerly line of Magnolia Street as said street was dedicated by Deed dated March 20, 1950 and recorded April 5, 1950 in said Recorder's Office in Book 696 on Page 626; situated in the County of Winnebago and State of Illinois.

**REGISTERED AGENT:**

Title Underwriters Agency, 126 N. Water Street, Rockford, IL 61107  
Phone (815)964-9800 Fax: (815)964-4135

**Chicago Title Insurance Co**  
**COMMITMENT FOR TITLE INSURANCE NO. W178308COM**  
**SCHEDULE B - SECTION 1**

**REQUIREMENTS**

**The following are the requirements to be complied with in order for the Company to issue the policy or policies set forth on Schedule A of the Commitment:**

1. All funds required from any party at closing must be in the form of a cashier's check, certified check or wire transfer. All funds greater than \$50,000.00 must be in the form of a wire transfer.
2. In the event any party to the transaction contemplates the use of a power of attorney, the company requires submission of the power of attorney for approval no less than three days prior to closing.
3. The company requires receipt of final loan figures no less than 24 hours prior to closing.
4. Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record:
  - a. Warranty Deed from The Heirs at Law of Alma M. Anderson, deceased conveying fee simple title to PURCHASER TO BE NAMED.  
(Affects an undivided 1/3 interest)
  - b. Corporate Anderson's Garage, an Illinois Corporation conveying fee simple title to PURCHASER TO BE NAMED.  
(Affects an undivided 2/3 interest)
  - c. Payment and Release of Default Judgment in Circuit Court Case No. 2007-MR-549 by City of Rockford, a Municipal corporation (plaintiff) versus Eric Anderson (defendant) recorded October 14, 2008 as Document No. 200800847819 for amount of \$10,000.00 plus costs.
  - d. Presentation of paid receipts of the 2009 real estate taxes.
  - e. Presentation of Affidavit of Heirship for Alma M. Anderson, deceased.
  - f. Disposition of any adverse matters disclosed by a search of the records in the names of said heirs.
  - g. Presentation of proper corporate resolution from Anderson's Garage, Inc., an Illinois Corporation authorizing said deed called for above.

REGISTERED AGENT:  
Title Underwriters Agency, 126 N. Water Street, Rockford, IL 61107  
Phone (815)964-9800 Fax: (815)964-4135



**COMMITMENT FOR TITLE INSURANCE NO. W178308COM**  
**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**  
(Continued)

**Notes for Information:**

1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the five general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.

REGISTERED AGENT:  
Title Underwriters Agency, 126 N. Water Street, Rockford, IL 61107  
Phone (815)964-9800 Fax: (815)964-4135

**Chicago Title Insurance Co**  
**COMMITMENT FOR TITLE INSURANCE NO. W178308COM**  
**SCHEDULE B - SECTION 2**

**EXCEPTIONS**

**Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company: (NOTE: All clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
3. Easements, or claims of easements, not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for the year 2010 and subsequent years.

P.I.N. Number: 11-34-476-002  
Property Code: 215C 186B (2009 \$2,235.68)  
Lot Dimensions 2.62 acres  
Township Rockford

7. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
8. Building set back lines and easements as shown on recorded plat.
9. Sewer Easement as contained in instrument recorded in Book 159 on Page 117.
10. Dedication of Right-of-Way as contained in instrument recorded in Book 696 on Page 626.
11. Declaration of Restrictions as contained in instrument recorded as Document No. 9510096.
12. Notice of Covenant Beneficiary Election Form as contained in instruments recorded as Document No. 9941081.
13. Easement and Second Declaration of Restrictions recorded February 23, 2009 as Document No. 200900908772.

REGISTERED AGENT:  
Title Underwriters Agency, 126 N. Water Street, Rockford, IL 61107  
Phone (815)964-9800 Fax: (815)964-4135

Effective Date: 5/1/2008

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies**

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### Disclosure to Nonaffiliated Third Parties

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/**

##### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information.

However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



# INVOICE

**Remit Payment To:**

Title Underwriters Agency  
126 N. Water Street  
Rockford, IL 61107

**Billed To:**

Hinshaw & Culbertson  
Attn: Carol Lockwood, Attorney  
100 Park Ave., PO Box 1389  
Rockford, IL 61105

**Invoice Date:** July 12, 2010**Please Pay Before:** September 12, 2010**Our File Number:** W178308COM**Property:**

2327 Magnolia Street  
Rockford, IL 61102  
Winnebago County

**Brief Legal:** Rockford Sand and Gravel Part  
Block 8 11-34-476-002**Borrower(s):**

PTBN

**Seller(s):**

The Heirs at Law of Alma M. Anderson, deceased, and  
Anderson's Garage, an Illinois Corporation

Description	Seller's Charges	Borrower's Charges
Commitment Fee	150.00	
TOTALS	<b>\$150.00</b>	<b>\$</b>

**\*\*WHEN NECESSARY, THESE FEES APPLY \*\*****\*\*Recording Fees (\$35.75 Deed, \$46.75 15 Page Mtg.)\*\*****\*\*Wire(\$25 each), Courier(\$25 each), Email Fee(\$40)\*\*****\*\*Chain of Title (\$50.00)\*\***

Agent's portion of the Title Insurance Premium \$150.00  
(The above figure includes Endorsement Fees)

Underwriter's portion of the Title Insurance Premium \$

**Attachment D**

**Sewer Easement**

the State aforesaid, do hereby certify that John Bohm, Frances Bohm, Julia Bohm and Lena Peck, who are all personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this Twenty-seventh day of November, A.D. 1906.

Joel B. Whitehead,

Notarial Seal,

Winnebago Co.,

Ill.

Joel B. Whitehead,

Notary Public.

Sept No. 43460.

Filed for record November 28th, A.D. 1906,

at 11:50 O'Clock, A.M.

Lewis F. Loke,

Circuit Clerk.

159-117

EASEMENT.

For and in consideration of the Rockford Malleable Iron Works locating its plant on the lands conveyed to it by Frank R. Brown, and others, by deed dated the 31st day of March, 1906, situated in the southwest quarter (1/4) of section thirty-five (35), and the southeast quarter (1/4) of section thirty-four (34), township forty-four (44), range one (1), east, in the town of Rockford, County of Winnebago and State of Illinois, and as part of the contract between the undersigned and the said Rockford Malleable Iron Works, the undersigned hereby give and grant and convey unto said Rockford Malleable Iron Works the perpetual right to construct and maintain a sewer upon any portion of a strip of land sixty (60) feet wide, immediately south of and adjoining the premises so conveyed to the Rockford Malleable Iron Works aforesaid, and continuing west, sixty (60) feet wide, to Rock River.

It is distinctly understood and agreed that no person, persons or corporation shall have the right to connect with said sewer, without the consent of said Rockford Malleable Iron Works and upon such term or terms as said Rockford Malleable Iron Works shall determine.

The conditions and agreements herein contained shall be binding upon all the parties hereto, their heirs, executors, administrators and assigns, and upon the public in event the parties hereto shall elect to make any part of said sixty (60) foot strip of land a public highway.

Witness the hands and seals of the parties hereto, and to a duplicate hereof, this 31st day of March, A.D. 1906.

P. R. Brown (SEAL)

Marie Schmauss (SEAL)

Josephine Brown (SEAL)

Lizzie A. Brown (SEAL)

J. L. Schmauss (SEAL)

Edward W. Brown (SEAL)

D. H. Schmauss (SEAL)

Bradford A. Knight (SEAL)

Kate F. Knight (SEAL)

State of Illinois, )  
County of Winnebago.)

I, Maude E. Palmiter, a Notary Public in and for said County, do hereby certify that Frank P. Brown and Josephine Brown, his wife; Edward W. Brown and Lizzie A. Brown, his wife; Leonard - Schmauss and Marie Schmauss, his wife; Joseph H. Schmauss, widower; Bradford A. Knight and Kate F. Knight, his wife; personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument, of their free and voluntary act, for the uses and purposes therein set forth.

Maude E. Palmiter,

Notary Public,

Winnebago County,

Ill.

Given under my hand and Notarial Seal, this  
9th day of Oct., 1906.

Maude E. Palmiter,

Notary Public.

No. 48913.

Filed for record December 1st, A.D. 1906, at 1:40 o'clock, P.M.

Lewis F. Lake,

Circuit Clerk.

PRE-NUPTIAL CONTRACT.

This Agreement, made and entered into this 20 day of July, A.D. 1895, between John Mutimer and Mary A. Mutimer, both of the City of Rockford, in the State of Illinois,

Witnesseth, that whereas a marriage is about to be solemnized between said parties, and whereas each of said parties is now the owner of real and personal property in his and her own individual right and each has children by a former marriage, therefore it is mutually agreed by the parties hereto as follows:

First: That after the consummation of said marriage and during the continuance of said marriage relation, each of said parties shall hold, possess and enjoy and dispose of the property now owned by him or her, the same as if said marriage had never been consummated.

Second: That all the property acquired by either of said parties during the existence of said marriage shall be likewise held, controlled and disposed of the same as if said marriage had never been consummated.

Third: That in case said marriage should be dissolved by divorce, then and in that case neither party shall be entitled to any portion of the property of the other as alimony or otherwise.

Fourth: That in case either party shall survive the other, then and in that event the survivor shall not be entitled to any part or portion of the property of the



**Attachment E**

**Dedication of Right-of-Way**

696-626

Page 696

5 1950 11:00

FROM: Eric J. Anderson, Ernest W. Johnson, and LaVerne E. Anderson,  
a bachelor, doing business as A & J Motor Sales, Alma M. Ander-  
son, wife of Eric J. Anderson, and Margaret Johnson, wife of  
Ernest W. Johnson.

TO: Town of Rockford.

This Indenture WITNESSETH: That Eric J. Anderson, Ernest W.  
Johnson, and LaVerne E. Anderson, a bachelor, doing business as A & J Motor  
Sales, Alma M. Anderson, wife of Eric J. Anderson, and Margaret Johnson, wife  
of Ernest W. Johnson, for and in consideration of One Dollar (\$1.00) and other  
consideration, do hereby dedicate to the Town of Rockford, County of Winnebago  
and State of Illinois, and to the public generally, a strip of land for the purpose of  
a highway, the same being more particularly described as follows:

A part of Block 8 as designated upon the Plat of the Rockford Sand  
and Gravel Company's Subdivision of part of Sections 34 and 35,  
Township 44 North, Range 1, East of the Third Principal Meridian,  
the Plat of which Subdivision is recorded in Book 11 of Plats on  
page 32 in the Recorder's Office of Winnebago County, Illinois,  
bounded and described as follows, to-wit:

Beginning at a point of intersection of the Northerly line of premises  
conveyed by Anna R. Page, a widow, to Eric J. Anderson, Ernest W.  
Johnson, and LaVerne E. Anderson, doing business as A & J Motor  
Sales, by deed recorded in Book 545 of Deeds on page 289 in the  
Recorder's Office of Winnebago County, Illinois, with the Westerly  
line of Magnolia Street as now located and established upon the Plat  
of Forbes' Subdivision, produced Southerly; thence running South  
along the said Westerly line of said Magnolia Street produced South-  
erly for a distance of two hundred sixty-five and five-tenths (265.5)  
feet, more or less to a point on the Northerly right-of-way line of  
the Chicago-Milwaukee-St. Paul and Pacific Railroad Company's  
switch tracks; thence East along the Northerly right-of-way line of  
said switch tracks for a distance of sixty-six (66) feet, more or less  
to a point of intersection of said right-of-way line with the Easterly  
line of Magnolia Street extended Southerly; thence North along the  
Easterly line of said Magnolia Street extended Southerly for a dis-  
tance of two hundred sixty-five and five-tenths (265.5) feet, more or  
less to a point on the Northerly line of aforementioned premises so  
conveyed by said Anna R. Page to said Eric J. Anderson, Ernest W.  
Johnson, and LaVerne E. Anderson, doing business as A & J Motor  
Sales; and thence West along the hereto mentioned northerly line  
for a distance of sixty-six (66) feet to point of beginning, situated in  
the County of Winnebago and State of Illinois, - - for street purposes.

IN WITNESS WHEREOF, said Grantors have caused this instrument to be  
signed and their seals to be hereunto affixed this 7<sup>th</sup> day of 1950.

A. D. 1950

Eric J. Anderson (SEAL)  
Ernest W. Johnson (SEAL)  
LaVerne E. Anderson (SEAL)  
d/b/a A & J MOTOR SALES

Alma M. Anderson (SEAL.)

Margaret Johnson (SEAL.)

STATE OF ILLINOIS )  
JRS  
WINNEBAGO COUNTY )

I, \_\_\_\_\_, a Notary Public  
in and for said County and State aforesaid Do Hereby Certify  
that ERIC J. ANDERSON and ALMA M. ANDERSON, his wife, ERNEST  
W. JOHNSON and MARGARET JOHNSON, his wife, and LAVERNE E.  
ANDERSON, all of whom are personally known to me to be the same  
persons who have subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they  
read, signed and delivered the said instrument as their free and  
voluntary act for the uses and purposes therein set forth

Given under my hand and Notarial Seal this \_\_\_\_\_ day

of \_\_\_\_\_, A. D. \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

-

**Attachment F**

**Declaration of Restrictions**

98 BW  
-39.75  
705079

**EASEMENT AND SECOND  
DECLARATION OF RESTRICTIONS**

200900908772  
Filed for Record in  
WINNEBAGO COUNTY IL  
NANCY MCPHERSON, COUNTY RECORDER  
02-23-2009 At 11:56 AM.  
EASEMENT 39.75

*Nancy L. McPherson*

THIS EASEMENT AND SECOND DECLARATION OF RESTRICTIONS  
("DECLARATION") is made this 16<sup>th</sup> day of February, 2009, by Lucille Anderson,  
individually and as sole heir of the Estate of LaVerne Anderson, deceased, and Anderson  
Garage, Inc. (jointly, hereinafter referred to as "Declarant");

**WITNESSETH:**

WHEREAS, Declarant is the legal title holder of that certain real property situated in the  
City of Rockford, Winnebago County, Illinois, more particularly described as follows, to wit:

Part of Block Eight (8) as designated upon the Plat of Rockford Sand and Gravel  
Company's Subdivision of part of Sec. 34 and 35 T. 44 N., R. 1 E. of the 3<sup>rd</sup> P.M.,  
the Plat of which Subdivision is recorded in Book 11 of Plats on Page 32 in the  
Recorder's Office of Winnebago County, Illinois, bounded and described as  
follows to wit: Beginning on the East line of said Block 8 which line is  
coincident with the West line of Block 6, as shown upon said Plat, at a point  
475.0 feet South of the Northwest corner of said Block 6; thence West, parallel  
with the North line of said Block 8, 1080.0 feet; thence South, parallel with the  
West line of said Block 6, extended South 50 feet, more or less, to the Southerly  
line of said Block 8; thence Easterly and Southeasterly along the Southerly line of  
said Block 8 to the West line of said Block 6; extended South, thence North on  
said West line so extended 265.5 feet more or less, to the point of beginning,  
EXCEPTING therefrom all that part of said tract lying Easterly of the Westerly  
line of Magnolia Street as said street was dedicated by Deed dated March 20,

*PL Bk 8*

2. The following easement and additional restrictions are hereby placed upon the use of the aforesaid real property (also herein described as "the site") and shall run with the land, so as to prohibit to wit:

a) Easement: A right of access is granted for the purpose of conducting any activity related to the Consent Decree, including, but not limited to those activities developed pursuant to Paragraph 25.a of the Consent Decree; and grants the right to enforce the land/water use restrictions developed pursuant to Paragraph 25.b of the Consent Decree, or other restrictions the Illinois EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to the Consent Decree. Such rights are granted to (i) the State, on behalf of Illinois EPA, and its representatives, (ii) the other Settling Defendants and their representatives, and/or (iii) other appropriate grantees.

b) Additional Declarations of Restriction to the property including:

- \* Hazardous substances are present on the Site;

- \* No excavations or other penetrations of the impermeable barrier built pursuant to the referenced Consent Decree shall be allowed unless the construction workers are trained consistent with 29 CFR 1910.120 ("OSHA") and work under an adequate health and safety plan. All soil spoil material must be managed consistent with a soil management plan consistent with all applicable state and federal laws applicable at the time. Such soil management plan must be specific to any planned on-site construction activity. Each specific soil management plan must be prepared and endorsed by a person qualified to write such plans and each specific soil management plan shall be provided to the Illinois EPA 30 days prior to initiation of any penetration of the barrier excavation or construction activity;

- \* The engineered barrier must be maintained consistent with an inspection, maintenance, and corrective action plan developed as part of the remedial design approved by the Illinois EPA.

(Signature page follows)

IN WITNESS WHEREOF, the Declarant, record owner, hereby submits this Second Declaration of Restrictions and Easement to the Winnebago County, Illinois, Recorder of Deeds to record this document in the title deeds of said real property.

Dated this 16<sup>th</sup> day of February, 2009.

Lucille Anderson, sole heir of LaVerne  
Anderson, deceased

By: Lucille A. Anderson  
Lucille Anderson, individually and as sole  
heir

Anderson Garage, Inc.

By: Lucille A. Anderson  
Lucille Anderson, President

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF WINNEBAGO            )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY THAT Lucille Anderson, individually, and as sole heir of LaVerne  
Anderson, deceased, and as President of Anderson Garage, Inc., personally known to me to be  
the same persons whose name is subscribed to the forgoing instrument appeared before me this  
day in person and acknowledged that she signed, sealed and delivered the said instrument as her  
free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of February, 2009.



Margery E. Clauson  
Notary Public

This Instrument Prepared By and Return to:  
Hinshaw & Culbertson LLP  
100 Park Avenue  
P.O. Box 1389  
Rockford, IL 61105-1389  
Attn: Carol A. Lockwood



031000C 03/24/1995 03:01P 1 12 2  
Ken Stanz, Illinois County Recorder

DECLARATION OF RESTRICTIONS *James P. Baker*

THIS DECLARATION is made this 10<sup>th</sup> day of March,  
1995, by Anderson Garage, Inc. (hereinafter referred to as  
"Declarant");

## WHEREAS:

WHEREAS, Declarant is the legal title holder of that certain  
real property situated in the City of Rockford, Winnebago County,  
Illinois, more particularly described as follows, to wit:

Part of Block Eight (8) as designated upon the Plat of  
Rockford Sand and Gravel Company's Subdivision of part of  
Sec. 34 and 35 T. 44 N., R. 1 E. of the 2nd P.M., the  
Plat of which Subdivision is recorded in Book 11 of Plats  
on Page 32 in the Recorder's Office of Winnebago County,  
Illinois, bounded and described as follows to wit:  
Beginning on the East line of said Block 8 which line is  
coincident with the West line of Block 6, as shown upon  
said Plat, at a point 475.0 feet South of the Northwest  
corner of said Block 6; thence West, parallel with the  
North line of said Block 8, 1000.0 feet; thence South,  
parallel with the West line of said Block 6, extended  
South 50 feet, more or less, to the southerly line of  
said Block 8; thence Easterly and Southeasterly along the  
Southerly line of said Block 8 to the West line of said  
Block 6, extended South, thence North on said West line  
so extended 265.5 feet more or less, to the point of  
beginning, EXCEPTING therefrom all that part of said  
tract lying Easterly of the Westerly line of Maybelle  
Street as said street was dedicated by Deed dated March  
28, 1950 and recorded April 5, 1950 in the Recorder's  
Office in Book 696 on page 426.

WHEREAS, said real property is presently used for general  
industrial use only;

WHEREAS, said real property is also known as the Interstate  
Pollution Control/ROTO-Rooter Superfund site and is presently  
involved in proceedings before the Illinois Environmental  
Protection Agency pursuant to the Comprehensive Environmental  
Response, Compensation, and Liability Act of 1980, 42 U.S.C.  
Section 9601, et. seq., as amended ("CERCLA") and the National Oil

WITNESSED MY HAND }  
STATE OF ILLINOIS

I, Kenneth H. Stanz, Recorder, do hereby certify that this Declaration is a True and Correct  
copy of the original Declaration as recorded in the Recorder's  
Office of Winnebago County, Illinois.  
Given under my hand and seal at Rockford, Illinois, this  
eighth day of April, A.D. 1995.

*James P. Baker*  
Recorder

9510006 02/24/1995 09:51P 2 of 3  
Lee Stans, Winnebago County Recorder

and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, et. seq. ("RCF");

WHEREAS, Declarant is desirous of placing future use restrictions on said real property pursuant to §300.430(e)(9)(iii)(C)(2) of the RCF to prevent additional and further contamination and to reduce costs to Declarant of final CERCLA remedial action on the real property.

NOW, THEREFORE, Declarant hereby declares as follows:

1. The recitals of this Declaration are incorporated herein.

2. The following restrictions are hereby placed upon the use of the aforesaid real property (also herein described as "the site") and shall run with the land, so as to prohibit to-wit:

a) all residential development of the site; b) all public access to the site except for general industrial use; c) all unpermitted treatment, storage or disposal of waste on the site; and d) all uses of groundwater at the site; all of the above except as required by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

IN WITNESS WHEREOF, the Declarant, Anderson Garage, Inc., hereby submits this Declaration of Restrictions to the Winnebago County, Illinois, Recorder of Deeds to record this document in the title deeds of said real property.

Dated this 10<sup>th</sup> day of March, 1995.

Anderson Garage, Inc.

By: T. A. Erickson

\*518896  
New State5.4/18/95 11:23 NO. 3562511665 P. 19/19  
Notary Public, Recorder

ACCEPT:

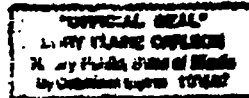
Lucille S. Anderson  
SecretarySTATE OF ILLINOIS )  
COUNTY OF WINNEBAGO ) SS.:

If, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lorraine S. Anderson and Lucille S. Anderson, President and Secretary of Anderson Garage, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

given under my hand and notarial seal, this 10<sup>th</sup> day of March, 1995.

Mary Elaine Carlson  
Notary Public

This Instrument Prepared By:  
PIERRE C. TILBERT  
FOLEY & LANDNER  
One Elm Plaza  
Suite 3200  
320 N. Wabash Avenue  
Chicago, IL 60611-2600  
(312) 755-1800



RETURN TO  
Screena Box

**DECLARATION OF RESTRICTIONS**

*Ken Staaf*

THIS DECLARATION is made this 10<sup>th</sup> day of March,  
1995, by Anderson Garage, Inc. (hereinafter referred to as  
"Declarant");

**WITNESSETH:**

WHEREAS, Declarant is the legal title holder of that certain  
real property situated in the City of Rockford, Winnebago County,  
Illinois, more particularly described as follows, to wit:

Part of Block Eight (8) as designated upon the Plat of  
Rockford Sand and Gravel Company's Subdivision of part of  
Sec. 34 and 35 T. 44 N., R. 1 E. of the 3rd P.M., the  
Plat of which Subdivision is recorded in Book 11 of Plats  
on Page 32 in the Recorder's Office of Winnebago County,  
Illinois, bounded and described as follows to wit.  
Beginning on the East line of said Block 8 which line is  
coincident with the West line of Block 6, as shown upon  
said Plat, at a point 475.0 feet South of the Northwest  
corner of said Block 6; thence West, parallel with the  
North line of said Block 8, 1080.0 feet; thence South,  
parallel with the West line of said Block 6, extended  
South 50 feet, more or less, to the Southerly line of  
said Block 8; thence Easterly and Southeasterly along the  
southerly line of said Block 8 to the West line of said  
Block 6, extended South, thence North on said West line  
so extended 265.5 feet more or less, to the point of  
beginning, EXCEPTING therefrom all that part of said  
tract lying Easterly of the Westerly line of Magnolia  
Street as said street was dedicated by Deed dated March  
20, 1950 and recorded April 5, 1950 in said Recorder's  
Office in Book 696 on page 626.

WHEREAS, said real property is presently zoned for general  
industrial use only;

WHEREAS, said real property is also known as the Interstate  
Pollution Control/Roto-Rooter Superfund Site and is presently  
involved in proceedings before the Illinois Environmental  
Protection Agency pursuant to the Comprehensive Environmental  
Response, Compensation, and Liability Act of 1980, 42 U.S.C.  
Section 9601, et. seq., as amended ("CERCLA") and the National Oil

EXHIBIT A

215C-186B

and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, et. seq. ("NCP");

WHEREAS, Declarant is desirous of placing future use restrictions on said real property pursuant to § 300.430(e)(9)(iii)(C)(2) of the NCP to prevent additional and further contamination and to reduce costs to Declarant of final CERCLA remedial action on the real property.

NOW, THEREFORE, Declarant hereby declares as follows:

1. The preambles of this Declaration are incorporated herein.

2. The following restrictions are hereby placed upon the use of the aforesaid real property (also herein described as "the site") and shall run with the land, so as to prohibit to-wit:

a) all residential development of the site; b) all public access to the site except for general industrial use; c) all unpermitted treatment, storage or disposal of waste on the site; and d) all uses of groundwater at the site; all of the above except as required by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

IN WITNESS WHEREOF, the Declarant, record owner, hereby submits this Declaration of Restrictions to the Winnebago County, Illinois, Recorder of Deeds to record this document in the title deeds of said real property.

Dated this 10<sup>th</sup> day of March, 1995.

Anderson Garage, Inc.

By: J. Anderson

9510096 03/24/1995 03:01P 3 of 3  
Ken Staaf, Winnebago County Recorder

ATTEST:

Lucille D. Anderson  
Secretary

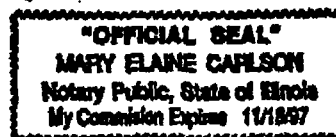
STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO ) SS.:

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT LaVerne E. Anderson and Lucille D. Anderson, President and Secretary of Anderson Garage, Inc., personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10<sup>th</sup> day of March, 1995.

Mary Elaine Carlson  
Notary Public

This Instrument Prepared By:  
Pierre C. Talbert  
FOLEY & LARDNER  
One IBM Plaza  
Suite 3300  
330 N. Wabash Avenue  
Chicago, IL 60611-3608  
(312) 755-1900



~~RETURN TO~~  
Sreenan Box

**DECLARATION OF RESTRICTIONS**

THIS DECLARATION is made this 10<sup>th</sup> day of March, 1995, by Anderson Garage, Inc. (hereinafter referred to as "Declarant");

**WITNESSETH:**

WHEREAS, Declarant is the legal title holder of that certain real property situated in the City of Rockford, Winnebago County, Illinois, more particularly described as follows, to wit:

Part of Block Eight (8) as designated upon the Plat of Rockford Sand and Gravel Company's Subdivision of part of Sec. 34 and 35 T. 44 N., R. 1 E. of the 3rd P.M., the Plat of which Subdivision is recorded in Book 11 of Plats on Page 32 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows to wit. Beginning on the East line of said Block 8 which line is coincident with the West line of Block 6, as shown upon said Plat, at a point 475.0 feet South of the Northwest corner of said Block 6; thence West, parallel with the North line of said Block 8, 1080.0 feet; thence South, parallel with the West line of said Block 6, extended South 50 feet, more or less, to the Southerly line of said Block 8; thence Easterly and Southeasterly along the Southerly line of said Block 8 to the West line of said Block 6, extended South, thence North on said West line so extended 265.5 feet more or less, to the point of beginning, EXCEPTING therefrom all that part of said tract lying Easterly of the Westerly line of Magnolia Street as said street was dedicated by Deed dated March 20, 1950 and recorded April 5, 1950 in said Recorder's Office in Book 696 on page 626.

WHEREAS, said real property is presently zoned for general industrial use only;

WHEREAS, said real property is also known as the Interstate Pollution Control/Roto-Rooter Superfund Site and is presently involved in proceedings before the Illinois Environmental Protection Agency pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et. seq., as amended ("CERCLA") and the National Oil

and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, et. seq. ("NCP");

WHEREAS, Declarant is desirous of placing future use restrictions on said real property pursuant to § 300.430(e)(9)(iii)(C)(2) of the NCP to prevent additional and further contamination and to reduce costs to Declarant of final CERCLA remedial action on the real property.

NOW, THEREFORE, Declarant hereby declares as follows:

1. The preambles of this Declaration are incorporated herein.

2. The following restrictions are hereby placed upon the use of the aforesaid real property (also herein described as "the site") and shall run with the land, so as to prohibit to-wit:

a) all residential development of the site; b) all public access to the site except for general industrial use; c) all unpermitted treatment, storage or disposal of waste on the site; and d) all uses of groundwater at the site; all of the above except as required by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

IN WITNESS WHEREOF, the Declarant, record owner, hereby submits this Declaration of Restrictions to the Winnebago County, Illinois, Recorder of Deeds to record this document in the title deeds of said real property.

Dated this 10<sup>th</sup> day of March, 1995.

Anderson Garage, Inc.

By: John E. Anderson



ATTEST:

Lucille D. Anderson  
Secretary

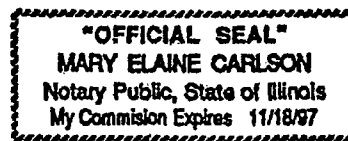
STATE OF ILLINOIS    )  
                          )    SS.:  
COUNTY OF WINNEBAGO )

I, the undersigned, a Notary Public in and for said County in  
the State aforesaid, DO HEREBY CERTIFY THAT LaVerne E. Anderson and  
Lucille D. Anderson,  
President and Secretary of Anderson Garage, Inc., personally known  
to me to be the same persons whose names subscribed to the  
foregoing instrument appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said  
instruments as their free and voluntary act, for the uses and  
purposes therein set forth.

Given under my hand and notarial seal, this 10<sup>th</sup> day of  
March, 1995.

Mary Elaine Carlson  
Notary Public

This Instrument Prepared By:  
Pierre C. Talbert  
FOLEY & LARDNER  
One IBM Plaza  
Suite 3300  
330 N. Wabash Avenue  
Chicago, IL 60611-3608  
(312) 755-1900



**Attachment G**

**Notice of Covenant Beneficiary Election Form**

*[Signature]*

**COVENANT BENEFICIARY  
ELECTION FORM**

The following entity, by its undersigned representative, elects to become a Covenant Beneficiary in the Consent Decree entered into by the United States, State of Illinois and City of Rockford, Illinois in the action filed in the United States District Court for the Northern District of Illinois, Western Division (the "Court") entitled United States and the State of Illinois v. City of Rockford, Illinois, Civ. No. 98C50026 (N.D. Ill.):

**RECEIVED**  
WINNEBAGO CTY RECORDER

JUN 23 1999

TIME 1 PM  
BY *[Signature]*

Name: Eric J. Anderson, by LaVerne E. Anderson  
Mailing Address: 722 Broadway, Rockford, IL 61104-4807  
2327 Magnolia, Rockford, IL - Address of Property

The undersigned hereby acknowledges that he/she has been informed that the Consent Decree executed by the attorneys of record for the parties in this action is available for public inspection at the Rockford Public Library, and that he/she has had opportunity to review it or seek legal advice regarding its terms, and in return for the rights, covenants and protections provided to Covenant Beneficiaries in the Consent Decree agrees, on behalf of the Covenant Beneficiary, to the following:

1. The Covenant Beneficiary agrees, upon reasonable advance notice to the extent practicable based on the reason access is needed and site conditions, to provide the United States, the State, the City and their representatives, including U.S. EPA and its contractors, access at all reasonable times to the portion(s) of the Site (and any other property in close proximity to the Site to which access is required for the implementation of the Consent Decree), that it owns or controls to which access is necessary, as provided in Section VI of the Consent Decree.

2. Except as otherwise provided in Paragraph 23 of the Consent Decree, the Covenant Beneficiary covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State, with respect to the Work, Groundwater-Related Response Action and Costs, Past Response Costs, Future Oversight Costs, Area 7 of the Site (all as defined in the Consent Decree), the Consent Decree or contributions of Covenant Beneficiaries to the City with respect to the Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from

the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 107, 111, 112, 113 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law;

b. any claims against the United States or the State, including any department, agency or instrumentality of the United States or the State under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613 related to the Site, or

c. any claims arising out of response activities at the Site, including claims based on U.S. EPA's and the State's selection of response actions, oversight of response activities or approval of plans for such activities.

3. The Covenant Beneficiary agrees, as provided in Paragraphs 1 and 34 of the Consent Decree, not to oppose entry of the Consent Decree or to challenge the terms of the Consent Decree or this Covenant Beneficiary Election Form and the Court's jurisdiction to enter and enforce the Consent Decree and the Covenant Beneficiary Election Form. Failure of the Covenant Beneficiary to abide by this paragraph renders the rights, covenants and protections applicable to it under the Consent Decree null and void.

4. The Covenant Beneficiary agrees not to sue the City or any other Covenant Beneficiary for matters addressed in the Consent Decree, as defined in Paragraph 26 of the Consent Decree.

The Covenant Beneficiary does not admit any liability arising out of the transactions or occurrences alleged in the complaints, nor does the Covenant Beneficiary acknowledge that a release or threatened release of hazardous substances at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or environment.

The undersigned representative of the Covenant Beneficiary named herein certifies that he/she is fully authorized to agree to the terms and conditions applicable to Covenant Beneficiaries herein and in the Consent Decree and to execute and legally bind the Covenant Beneficiary to these terms and conditions. This form shall be filed with:

United States Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044-7611  
DOJ # 90-11-3-945

*James J. Day*

copy to:

Office of the Illinois Attorney General  
100 West Randolph Street  
Environmental Bureau, 11th Floor  
Chicago, Illinois 60604

and:

City of Rockford, Illinois  
Department of Law  
425 East State Street  
Rockford, Illinois 61104

This Covenant Beneficiary Election Form may be recorded with respect to any property owned or operated by a Covenant Beneficiary within the Site (as defined in the Consent Decree). If a Covenant Beneficiary owning or operating property at the Site records a copy of its Covenant Beneficiary Election Form with the Winnebago County Recorder of Deeds and provides a copy of the recordation to the United States and the State, with the effect that a subsequent purchaser, lessee, or mortgagee of the property is bound to comply with the Covenant Beneficiary Election Form, the benefits and responsibilities contained in the Consent Decree with respect to Covenant Beneficiaries shall be binding upon and inure to the benefit of the subsequent purchaser, lessee, or mortgagee of the Covenant Beneficiary's property, but only to the extent that liability is sought to be imposed based upon the subsequent purchaser's, lessee's, or mortgagee's alleged ownership or operation of the Covenant Beneficiary's property and only so long as the subsequent purchaser, lessee, or mortgagee complies with all requirements or obligations of the Covenant Beneficiary pursuant to this the Covenant Beneficiary Form.

OWNER:

Eric J. Anderson,

BY: *Eric J. Anderson*

*Ken Staaf*

Attest (if applicable):

BY: \_\_\_\_\_

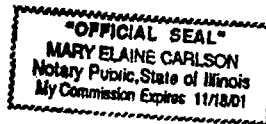
If this Form is to be recorded by an individual:

STATE OF ILLINOIS            )  
                                  )    SS  
COUNTY OF WINNEBAGO        )

I, Mary Elaine Carlson, a Notary in and for and residing in said County of Winnebago, State of Illinois, DO HEREBY CERTIFY that LaVerne E. Anderson personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 4th day of September, 1998, and acknowledged that he/~~she~~ signed, sealed and delivered said instrument as his/~~her~~ free and voluntary act for the purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of September, 1998.

*Mary Elaine Carlson*  
\_\_\_\_\_  
NOTARY PUBLIC



*[Signature]*

If this Form is to be recorded by a Corporation:

STATE OF ILLINOIS       )  
                                  )   SS  
COUNTY OF WINNEBAGO    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of said Corporation, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_ of said Corporation, and caused the corporation seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

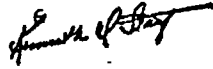
PREPARED BY:

Eric J. Anderson  
722 Broadway  
Rockford, IL 61104-4807

RETURN TO:

~~Eric J. Anderson~~ CITY OF ROCKFORD DEPT. OF LAW  
~~722 Broadway~~ 425 EAST STATE STREET  
~~Rockford, IL 61104-4807~~ ROCKFORD, ILLINOIS 61104

9941081 06/23/1999 01:37P 6 of  
Ken Staaf, Winnebago County Recorder



✓ 215C-186B

All of Block 8, Rockford Sand and Gravel Company's Subdivision; excepting the Northerly 475 feet thereof; excepting the Easterly 226.07 feet thereof; excepting that part for roadway pruposes.

---



*Ken Staaf*

**COVENANT BENEFICIARY  
ELECTION FORM**

The following entity, by its undersigned representative, elects to become a Covenant Beneficiary in the Consent Decree entered into by the United States, State of Illinois and City of Rockford, Illinois in the action filed in the United States District Court for the Northern District of Illinois, Western Division (the "Court") entitled United States and the State of Illinois v. City of Rockford, Illinois, Civ. No. 98C50026 (N.D. Ill.):

**RECEIVED**  
WINNEBAGO CTY RECORDER

JUN 23 1999

TIME 1 PM  
BY *[Signature]*

Name: Anderson's Garage, Inc.  
Mailing Address: 722 Broadway, Rockford, IL 61104-4807  
2328 Magnolia Street - Address of Property  
Rockford, IL

The undersigned hereby acknowledges that he/she has been informed that the Consent Decree executed by the attorneys of record for the parties in this action is available for public inspection at the Rockford Public Library, and that he/she has had opportunity to review it or seek legal advice regarding its terms, and in return for the rights, covenants and protections provided to Covenant Beneficiaries in the Consent Decree agrees, on behalf of the Covenant Beneficiary, to the following:

1. The Covenant Beneficiary agrees, upon reasonable advance notice to the extent practicable based on the reason access is needed and site conditions, to provide the United States, the State, the City and their representatives, including U.S. EPA and its contractors, access at all reasonable times to the portion(s) of the Site (and any other property in close proximity to the Site to which access is required for the implementation of the Consent Decree), that it owns or controls to which access is necessary, as provided in Section VI of the Consent Decree.

2. Except as otherwise provided in Paragraph 23 of the Consent Decree, the Covenant Beneficiary covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State, with respect to the Work, Groundwater-Related Response Action and Costs, Past Response Costs, Future Oversight Costs, Area 7 of the Site (all as defined in the Consent Decree), the Consent Decree or contributions of Covenant Beneficiaries to the City with respect to the Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from

9941082 06/23/1999 01:37P 6 of 6  
Ken Staaf, Winnebago County Recorder

*[Signature]*

215C-186A

Easterly 226.07 feet of Block 8, Sand and Gravel Company's Subdivision; excepting that part of roadway pruposes.

---

**Attachment H**

**Second and Third Quarter 2010 Site Inspection Reports**



## Environmental Information Logistics, LLC

26W271 Durfee Road  
Wheaton, IL 60187  
Phone: (630) 871-9855  
Fax: (630) 871-9821  
Email: jayceil@sbcglobal.net

### TRANSMITTAL

Date: July 16, 2010

To: Mr. Doyle Wilson  
IEPA

RE: Interstate Pollution Control/Roto Rooter Site  
2nd Quarter 2010 Site Inspection

From: Michael Hirt  
Phone 630 834-8847  
Fax: 815 301-3791  
Cell: 630 699-5881  
email: amhirteil@comcast.net

**The following items are enclosed:**

No. of Copies	Description
1	Completed Site Inspection Form – 2 <sup>nd</sup> Quarter 2010
1	Eight Site Photographs

This data is submitted:

☐ As requested

☐ For your action

☐ For your approval

☒ For your files

☐ For your review

☐ For your information

**Doyle.**

Attached is the completed site inspection form for the second quarter 2010 site inspection performed on June 24, 2010. Eight site photographs are also included. The two small upturns in the site security fence are still present, but neither is large enough for human trespass. Also please note that five car tires and a metal cylinder of some sort were left just outside the front gate. I'll mail you a hard copy of the report. Please call me at 630/834-8847 if you have any questions.

Regards, Michael Hirt

**IPC/Roto-Rooter Site Inspection Form  
Rockford, Illinois**

Date: 6-24-10Weather: Ptly Cloudy 80's**Asphalt Cover (photos attached)**

Cracks deeper than 2 inches/longer than 2 feet?	Yes___	No <u>X</u>
If yes, were repairs made while on site?	Yes___	No___
Crumbled/damaged asphalt?	Yes___	No <u>X</u>
Standing water/discolored areas?	Yes___	No___


**Drainage System (photos attached)**

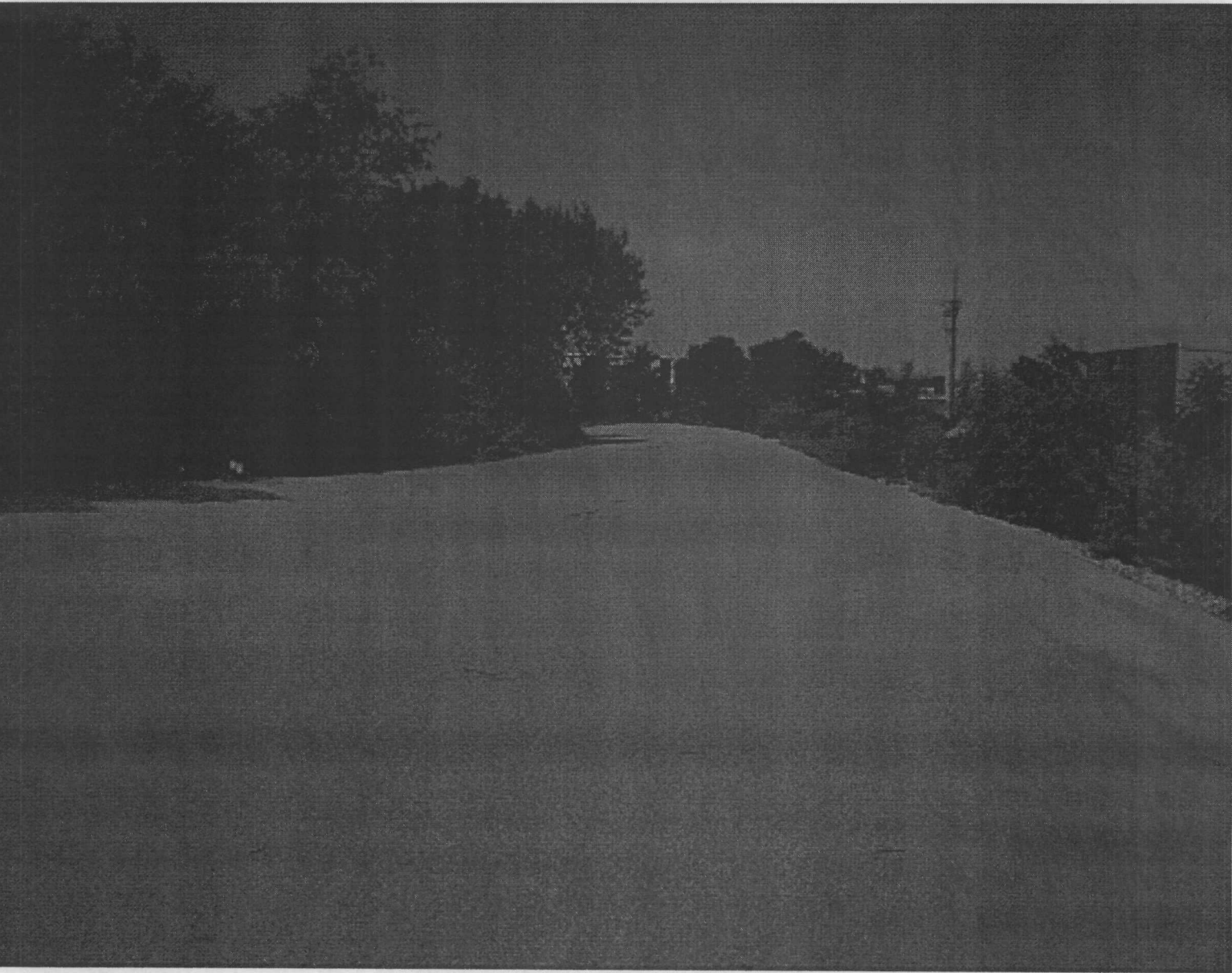
Evidence of plugged drainage?	Yes___	No <u>X</u>
If yes, was drainage unplugged while on site?	Yes___	No___
Indications of water seepage beneath barrier?	Yes___	No <u>X</u>
If yes, are additional inspections/testing necessary?	Yes___	No___

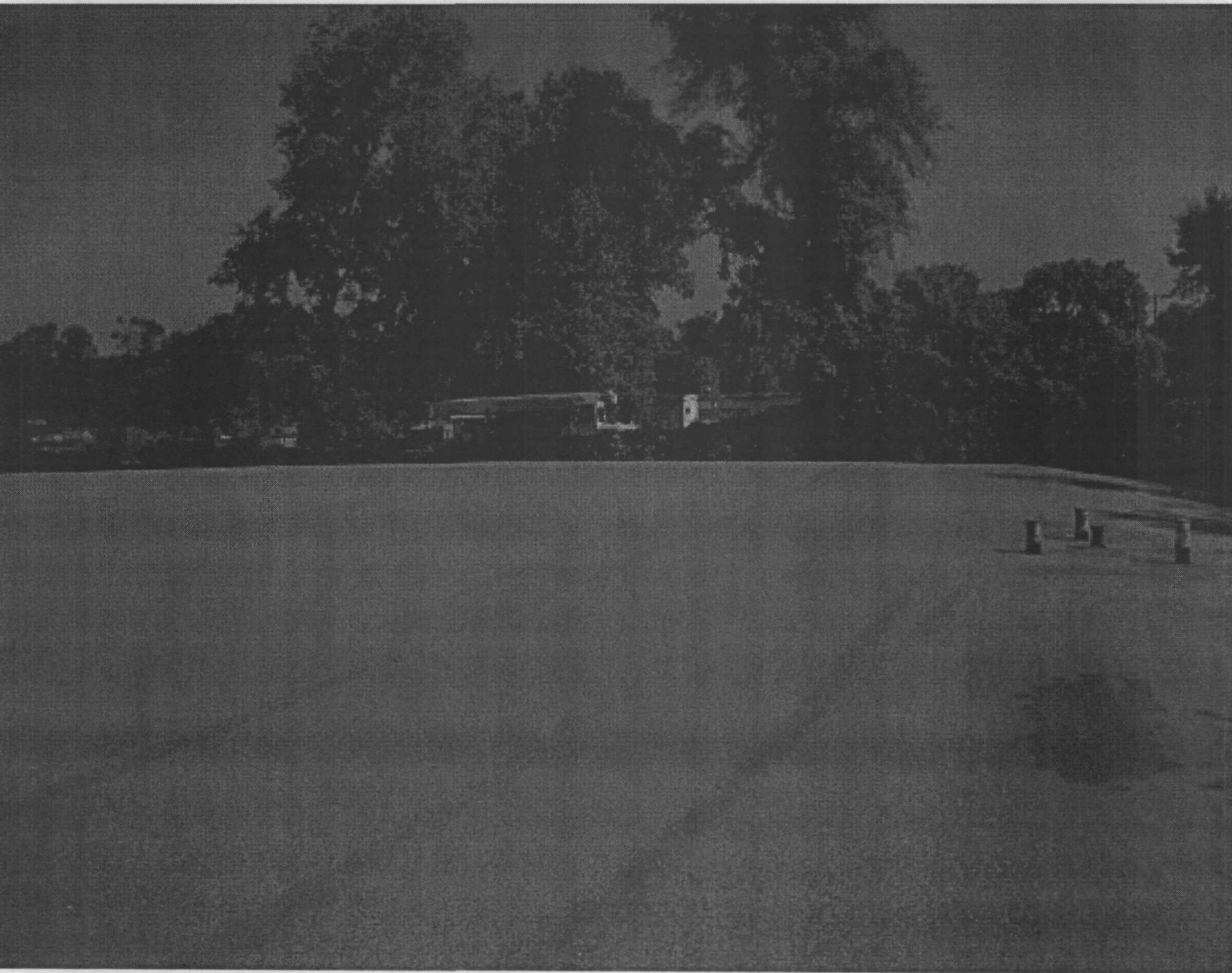
**Site Security Fence (photos attached)**

Any damage to fence?	Yes <u>X</u>	No___
Any damaged or missing warning signs?	Yes___	No <u>X</u>
Any evidence of site trespass?	Yes___	No <u>X</u>
If yes to any above, were repairs implemented?	Yes___	No <u>X</u>

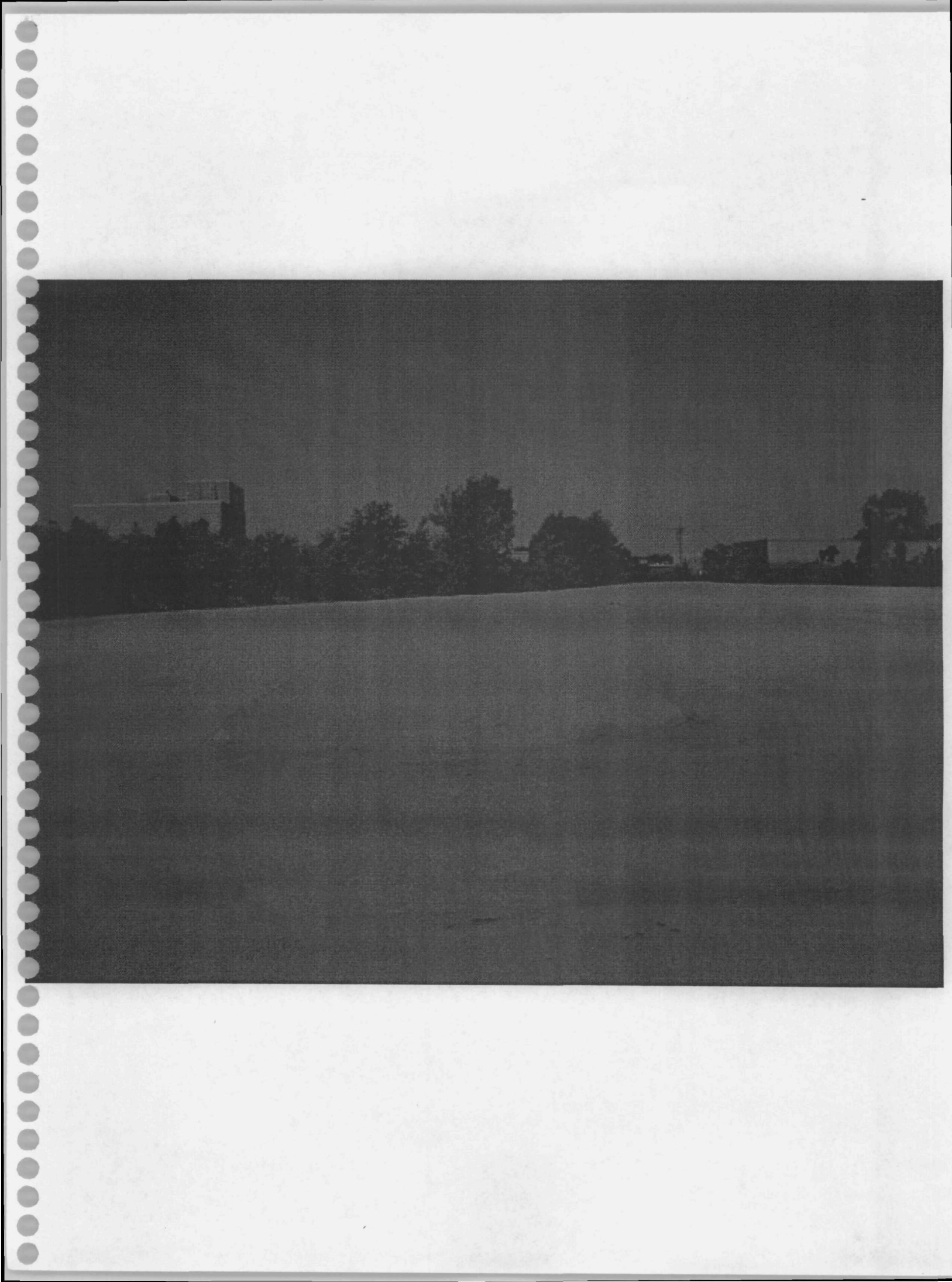
**Comments:** 2 Small upturns in the fence on each side of  
M.W.-4. Tires dumped in front of gate. Some sort  
of cylinder also in front of gate

Inspector Signature: 

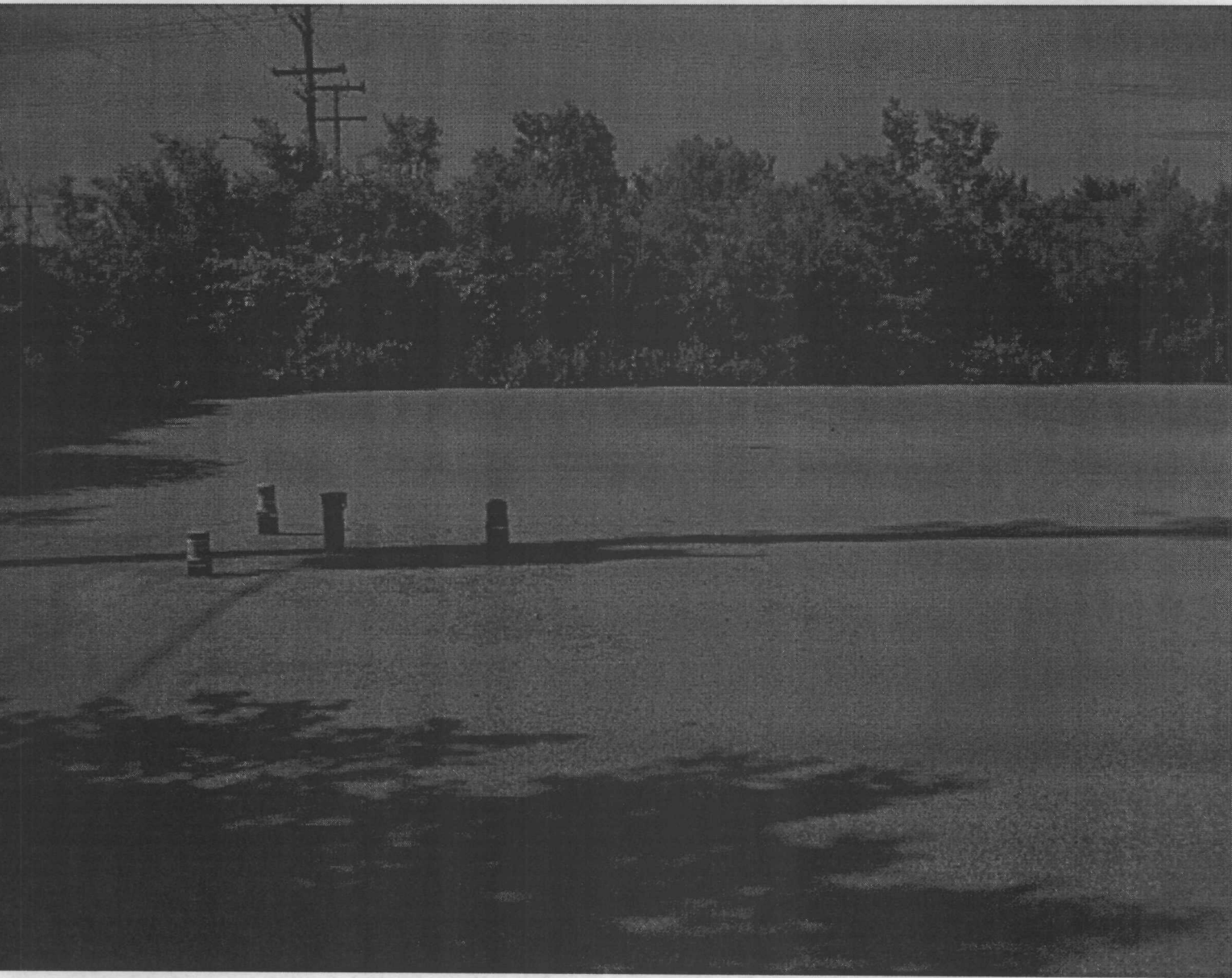




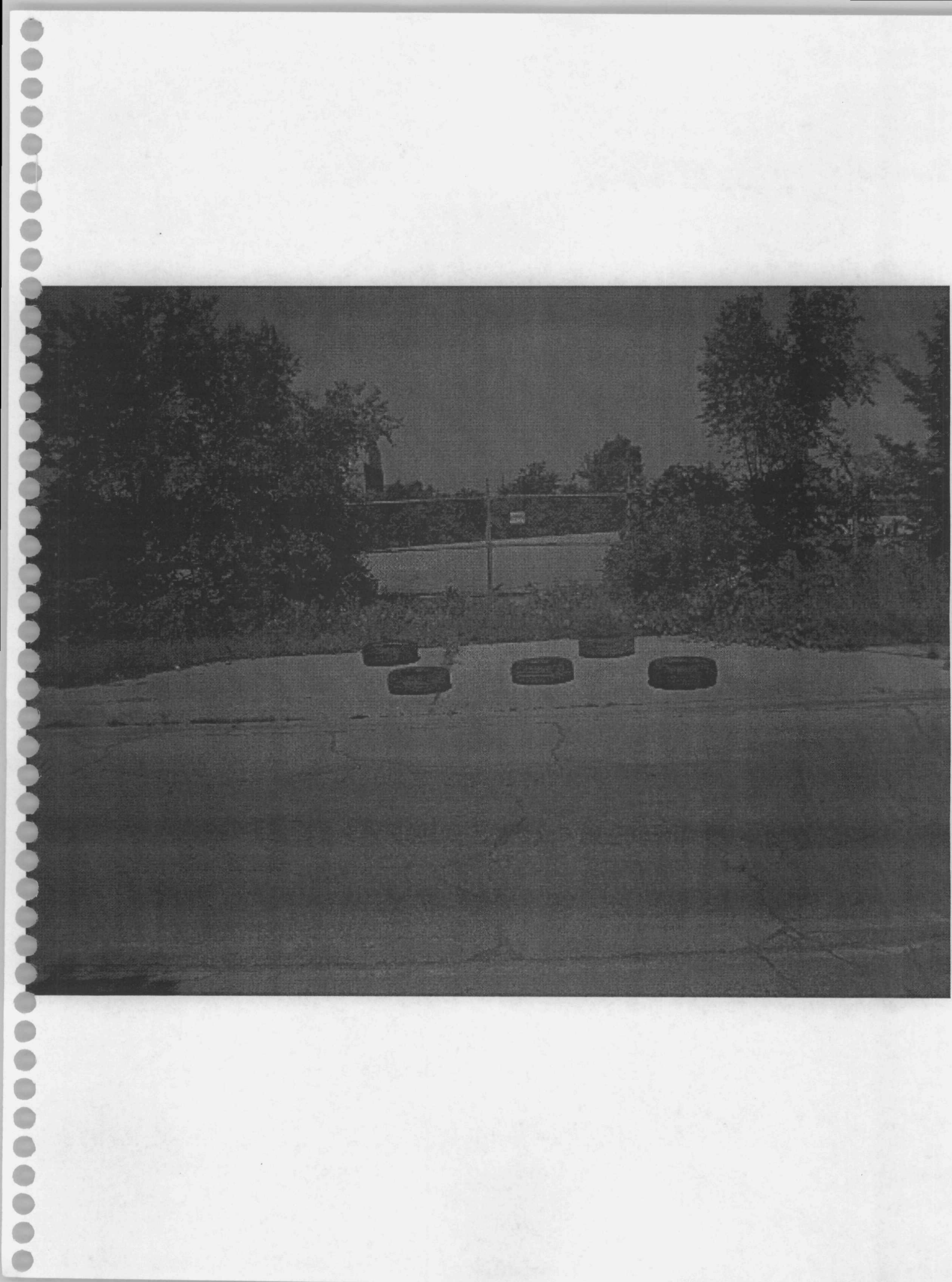




















## Environmental Information Logistics, LLC

26W271 Durfee Road  
Wheaton, IL 60187  
Phone: (630) 871-9855  
Fax: (630) 871-9821  
Email: jaycell@sbcglobal.net

### TRANSMITTAL

Date: October 8, 2010

To: Mr. Doyle Wilson  
IEPA

RE: Interstate Pollution Control/Roto Rooter Site  
3rd Quarter 2010 Site Inspection

From: Michael Hirt  
Phone 630 834-8847  
Fax: 815 301-3791  
Cell: 630 699-5881  
email: amhirteil@comcast.net

**The following items are enclosed:**

No. of Copies	Description
1	Completed Site Inspection Form – 3rd Quarter 2010
1	Nine Site Photographs

This data is submitted:

☐ As requested

☐ For your action

☐ For your approval

☒ For your files

☐ For your review

☐ For your information

**Doyle.**

Attached is the completed site inspection form for the third quarter 2010 site inspection performed on September 22, 2010. Nine site photographs are also included. The small upturns in the site security fence are still present, but none are large enough for human trespass. I'll mail you a hard copy of the report. Please call me at 630/834-8847 if you have any questions.

Regards, Michael Hirt



**IPC/Roto-Rooter Site Inspection Form  
Rockford, Illinois**

Date: 9.22-10

Weather: Overcast 70's

**Asphalt Cover (photos attached)**

Cracks deeper than 2 inches/longer than 2 feet? Yes ☐ No ☒

If yes, were repairs made while on site? Yes ☐ No ☐

Crumbled/damaged asphalt? Yes ☐ No ☒

Standing water/discolored areas? Yes ☐ No ☒

**Drainage System (photos attached)**

Evidence of plugged drainage? Yes ☐ No ☒

If yes, was drainage unplugged while on site? Yes ☐ No ☐

Indications of water seepage beneath barrier? Yes ☐ No ☒

If yes, are additional inspections/testing necessary? Yes ☐ No ☐

**Site Security Fence (photos attached)**

Any damage to fence? Yes ☒ No ☐

Any damaged or missing warning signs? Yes ☐ No ☒


Any evidence of site trespass? Yes ☐ No ☒

If yes to any above, were repairs implemented? Yes ☐ No ☒

Comments: <sup>3-20</sup> Small upturns in fence near MW 4

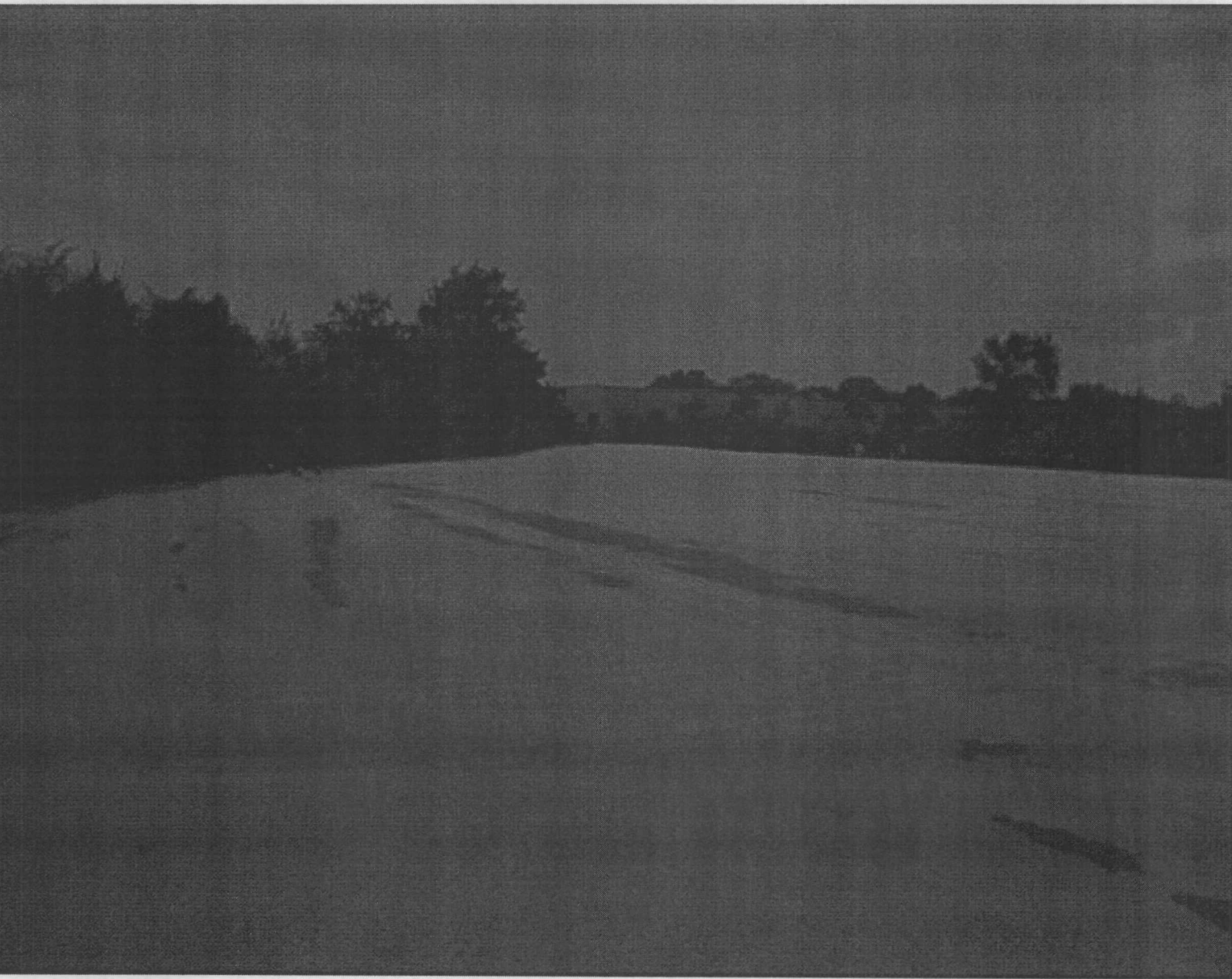
- Doyle Wilson (IEPA) and a representative of the  
USEPA were on site conducting an inspection

- Michael Hirt (ETL) also on site

Inspector Signature: 





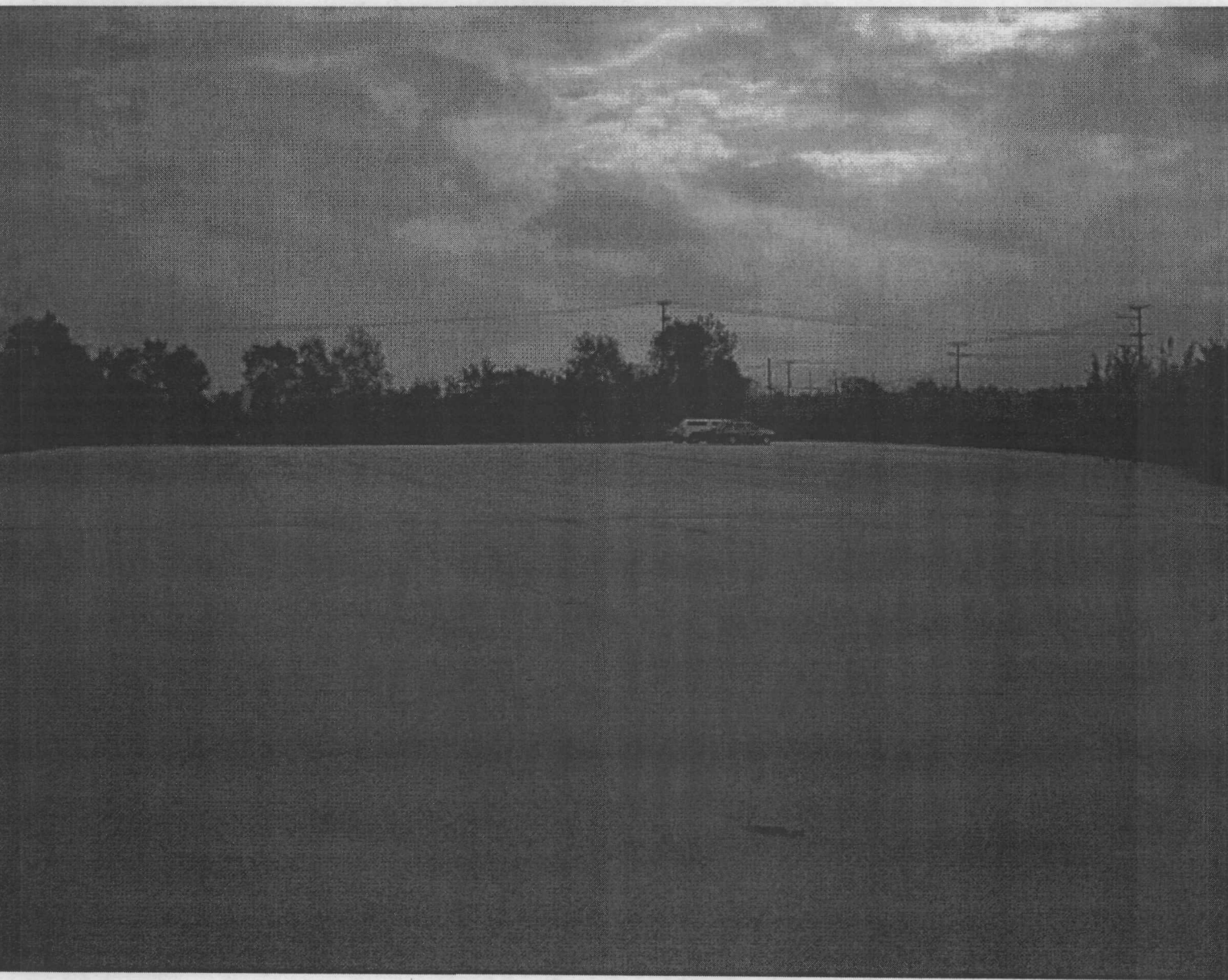


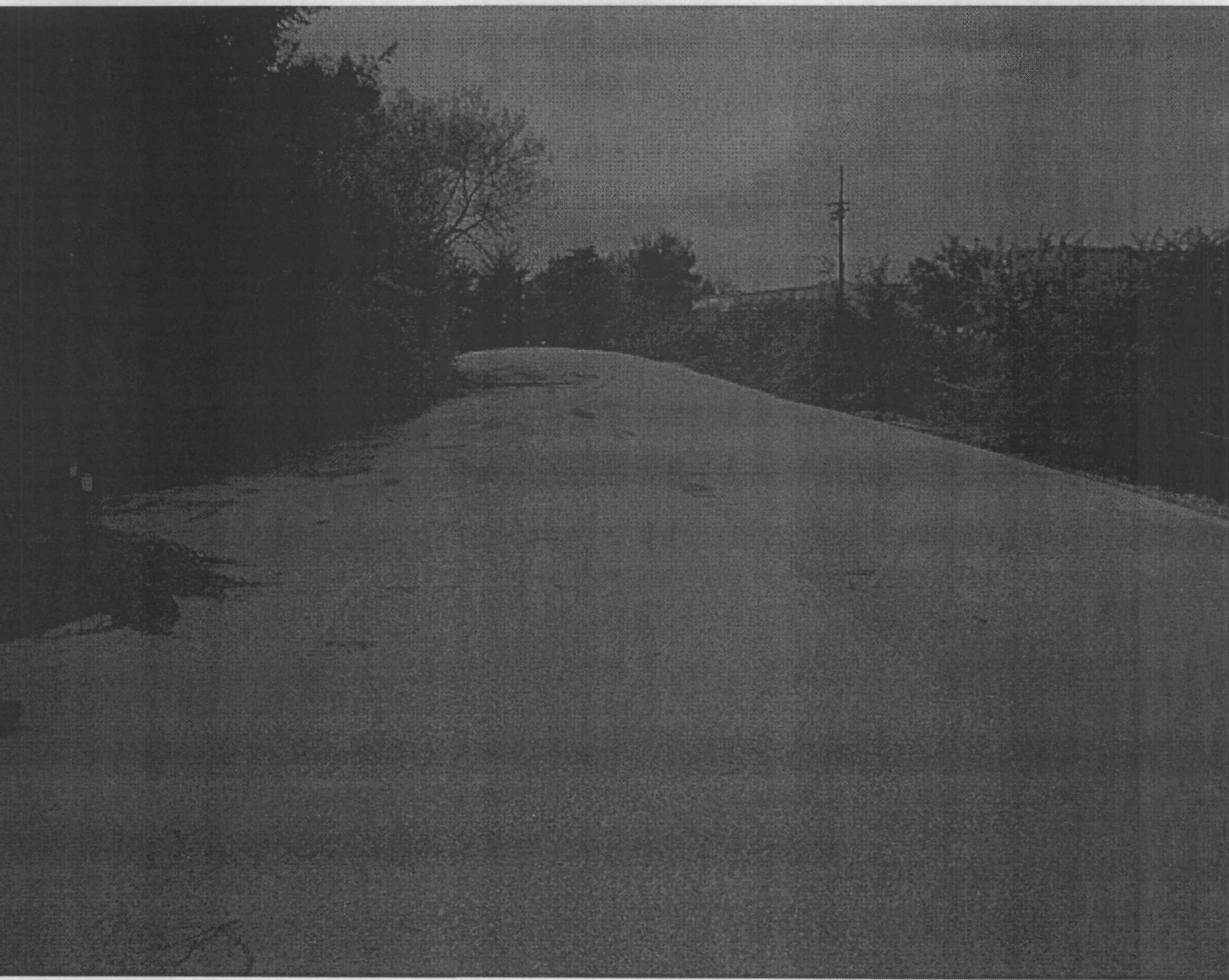






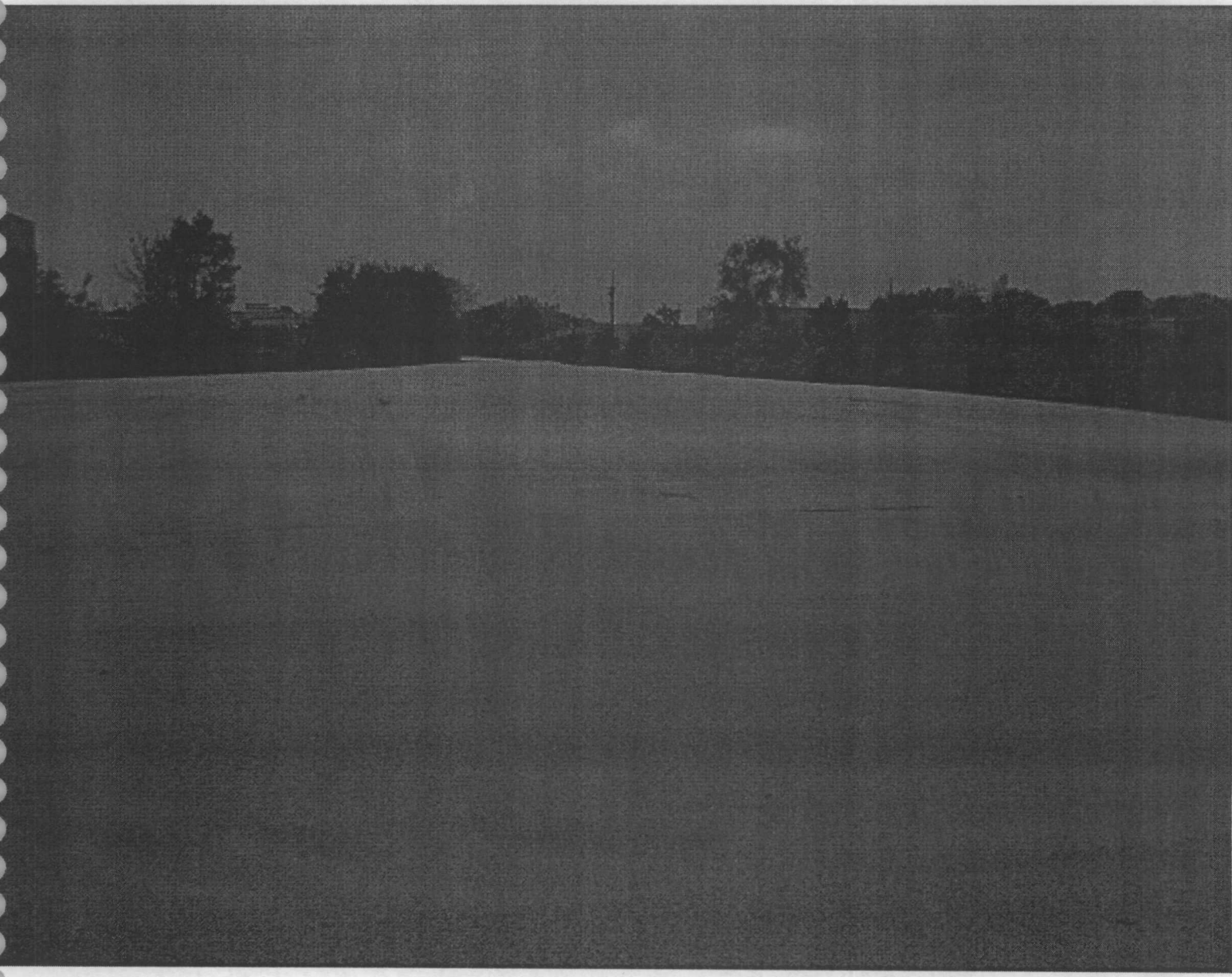














**Attachment I**

**Site Access Agreement With Rockford Park District**

**SITE ACCESS AGREEMENT  
RELATIVE TO THE ROCKFORD PARK DISTRICT'S ROCK RIVER-SIDE  
PROPERTY**

This Site Access Agreement ("Agreement") is entered into as of the 28<sup>th</sup> day of JANUARY, 2009, by and between The Rockford Park District, Rockford, Illinois ("Park District") and the Performing Settling Defendants, consisting of Hamilton Sundstrand Corporation, Kelsey-Hayes Company, BorgWarner Inc., IKON Office Solutions, Inc., Textron Inc., under that certain Interstate Pollution Control/Roto-Rooter Superfund Site ("IPC Site") Consent Decree ("Consent Decree") dated July 27, 2005 and executed among the People of the State of Illinois, including the Office of the Illinois Attorney General and the Illinois Environmental Protection Agency ("Illinois EPA"), and the Performing Settling Parties ("Performing Settling Defendants.")

**WITNESSETH:**

WHEREAS, pursuant to the Consent Decree, the Performing Settling Defendants agreed to prepare a remedial design ("RD") and to perform a remedial action ("RA") and supplemental tasks as requested relating to the Interstate Pollution Control, Inc. Site (the "Site") located at the corner of Peoples Avenue and Magnolia Street in Rockford, Illinois;

WHEREAS, the Performing Settling Defendants, the State, and their employees, representatives, agents, and/or contractors require access onto properties nearby the Site in order to perform aspects of the RD and RA, including, primarily, the installation, sampling from and maintenance of monitoring wells relative to the Site ("RD/RA Work");

WHEREAS, the Park District is the owner of the real estate located south of Blackhawk Park and adjacent to the Rock River in Rockford, Illinois, said property being generally west of and in the area of the Site ("Park District Property");

WHEREAS, the Park District voluntarily agrees to grant a license allowing access to the Park District Property for the sole purpose of installing and maintaining monitoring wells as well as retrieving samples from such monitoring wells as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Park District and the Performing Settling Defendants agree, as follows:

1. The Park District hereby authorizes and consents to a license for entry upon the Park District Property by (i) the State; (ii) the Performing Settling Defendants; and, (iii) the employees, representatives, agents or contractors of the foregoing, (collectively "Licensees") for the sole purpose of installing monitoring wells as delineated in this Agreement, maintaining and securing such wells, and obtaining samples there from. Such monitoring wells are limited in number to those shown on the attached aerial photograph, marked as Exhibit A, and in the approximate location for each well as shown thereon.

2. The Licensees named in Section 1 above shall only enter upon such portions of the Park District Property as may be reasonably necessary for performance of the RD/RA work. Initial activities will utilize equipment approved by a Park District representative and will include the clearing of underbrush and small trees adequate to create an initial, unimproved path substantially aligned with the Park District's desired location of a future bike trail, which path may be thereafter maintained at the discretion and expense of the Park District, and turning off to the wells' location. Best efforts will be made to minimize damage to four (4") diameter and larger trees on the Park District Property.

3. Licensees shall give the Park District five (5) days prior written notice of their intention to perform work on the Park District Property. Contacts for any notice under this Agreement may be made by email or written letter, and shall be to:

For Performing Settling Defendants/Licensees:

Thomas D. Lupo  
Williams Montgomery & John Ltd.  
20 N. Wacker Dr., Suite 2100  
Chicago, Illinois 60606  
Phone: (312) 855-4880  
Fax: (312) 630-8580  
e-mail: tlupo@willmont.com

Scott R. Moyer, P.G.  
Manager, Remediation  
United Technologies Corporation  
10501 Ray Drive  
Roscoe, IL 61073  
Phone: (815) 270-0660  
Cell: (815) 670-6232  
Fax: (860) 660-5764  
email: Scott.Moyer@utc.com

For Illinois EPA:

Doyle Wilson  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
Phone: (217) 782-7592  
Fax: (217) 557-1165  
e-mail: Doyle.Wilson@illinois.gov

For Park District:

Tim Bragg  
Park Planner  
Rockford Park District  
401 S. Main Street  
Rockford, IL 61101  
Phone: (815) 987-8865  
Fax: (815) 398-3639  
e-mail: timbragg@rockfordparkdistrict.org

4. In conjunction with accessing the property for well installation, Performing Settling Defendants will provide Park District with the final surveyed well locations and the GPS alignment of the unimproved, rough access pathway following construction work.

5. Thomas D. Lupo, solely in his capacity as Chairman of the IPC RD/RA Performing Settling Defendants, hereby warrants and represents that he has the authority to execute this agreement on behalf of all the Performing Settling Defendants under the Consent Decree and that all such Performing Settling Defendants shall become obligated under the terms of this Agreement upon execution of this Agreement.

6. Performing Settling Defendants assume liability for, and agree to defend and indemnify the Park District, including hiring defense counsel, if necessary, for any of the following types of claims which might hereafter be asserted against the Park District arising from the activities of Performing Settling Defendants, or their employees, representatives, agents or contractors for activities within the sole purpose of the license granted as set forth in Section 1, above:

a. All claims for damages arising from injury to person, including but not limited to pain, suffering, disfigurement, disability, death, or limitation of any nature whatsoever, whether physical or emotional, as well as lost income or loss of earning potential, injury to reputation, loss of society, companionship, or consortium;

b. Property damage of any nature whatsoever;

c. Any contamination or environmental damages that may be caused by, or relate to, the activities of, the Performing Settling Defendants, their employees, representatives, agents or contractors, or the IPC Site, for which the Park District might otherwise be held liable.

7. Performing Settling Defendants agree that they shall be liable for all reasonable costs, including attorneys' fees and litigation expenses, incurred by the Park District if necessary for the enforcement of any term of this Agreement, after timely and proper tender of a claim or notice of a breach of a term of this Agreement. Contractors of Performing Settling Defendants entering the Park District Property to perform RD/RA Work per the granted license are required

to have current insurance coverage of \$1 million general liability, \$1 million aggregate; and \$500,000 automobile coverage.

8. Performing Settling Defendants shall not permit any mechanics' lien to attach to the Park District Property for any labor or materials used in connection with Licensees' work on the Park District Property.

9. Sampling activities may include motorized vehicles ( e.g., ATVs, 4 x 4s) utilized for access to and from the wells' proximities. Upon the request of the Park District, the Performing Settling Defendants agree to provide copies of any results obtained from any sampling performed at the monitoring wells on the Park District Property, within ten (10) days of written request.

10. This Access Agreement shall be binding on any successors, assigns or purchasers of the Park District Property, whether by sale of the Park District Property or other grant of an interest therein, and shall further be binding on any successor, assign, or purchaser of any company or other entity that comprise the Performing Settling Defendants.

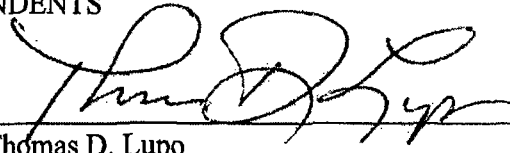
11. The term of this Agreement shall commence upon its execution by all parties hereto and shall terminate upon the court-sanctioned completion of the RD/RA activities to which it applies. At the time of such termination of the RD/RA activities the Performing Settling Defendants shall immediately prepare and record all documents necessary to effect the release of, and demonstrate the invalidity of, this Agreement as an encumbrance upon the Park District Property, if applicable. The Performing Settling Defendants shall notify the Rockford Park District when all documents are recorded. Further, upon termination of this Agreement the Performing Settling Defendants shall permanently cap and secure all of the wells installed pursuant to this Agreement in a manner that will prevent any extrusion above the surface of the surrounding soil. Any equipment that the Performing Settling Defendants may have on the Park

District Property at the time of such termination shall also be removed and any landscape incursions repaired.

IN WITNESS WHEREOF, the parties hereto have executed this Site Access Agreement as of the date first above written.

RESPONDENTS

By: \_\_\_\_\_



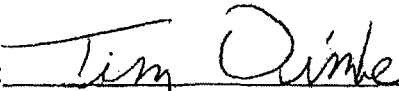
Thomas D. Lupo

Chairman

IPC RD/RA Performing Settling Defendants

ROCKFORD PARK DISTRICT

By: \_\_\_\_\_



Tim Dimke

Executive Director

Rockford Park District

Document #: 789667



ENVIRONMENTAL  
INFORMATION  
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Glen Ellyn, IL 60137  
Phone: 630-942-0635  
Fax: 630-942-0654  
www.EIILLC.com

December 6, 2010

Mr. Doyle W. Wilson  
Illinois Environmental Protection Agency  
Bureau of Land  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

**RE: 2010300018 - Winnebago County  
Interstate Pollution Control- Rockford, Illinois  
Superfund/Technical Reports  
November 19, 2010 Institutional Controls Investigation/Study Report –  
Corrected Page 5**

Dr. Mr. Wilson:

On behalf of the Interstate Pollution Control/Roto-Rooter Superfund Site Remedial Design/Remedial Action Steering Committee, Environmental Information Logistics, LLC (EIL) is submitting this corrected Page 5 for the November 19, 2010 Institutional Controls Investigation/Study Report. In the attached corrected page the last sentence of Section 4.2, Summary, has been revised to read:

*"Therefore, no existing control modifications or new controls are necessary."*

Please substitute the attached corrected page into the report sent to you previously. If you have any questions, please do not hesitate to contact me at 630 834-8847.

Sincerely,  
ENVIRONMENTAL INFORMATION LOGISTICS, LLC

A. Michael Hirt, P.G.

Attachment



encompasses the IPC Site) and releases the Owner for certain liabilities in exchange for continued access to the Site and recording of the document.

### **Summary**

It appears that the required controls were executed and recorded in a legally enforceable manner, are still in place, are still effective, and they satisfy the IC objectives/performance standards. Therefore, no existing control modifications or new controls are necessary.

### **4.3 Groundwater Management Zone**

A Groundwater Management Zone (GMZ) application was prepared in accordance with 35 IAC 620.250(a)(1) and satisfying the requirements of the Record of Decision (ROD), dated September 28, 1999, and the Consent Decree (with Appendix B – Statement of Work (SOW)) with the State of Illinois, dated November 8, 2005. The application, dated July 6, 2009, incorporated Illinois EPA comments included in their June 10, 2009 conditional approval letter.

The purpose of the application was to establish a three-dimensional region containing groundwater being managed to mitigate impairment caused by the release of contaminants from the site. As indicated in Section 2.4 of the SOW, *"The six site wells...will constitute the horizontal and vertical boundaries of the Groundwater Management Zone."* The GMZ is listed in the SOW as one of the required controls/restrictions.

### **4.4 Quarterly Inspections**

Routine quarterly maintenance inspections are conducted at the Site and at the downgradient Rockford Park District property where the River Wells are located. These inspections were initiated by the Respondents to ensure that the Site is well maintained, that the ICs are respected, and that any problems are identified and addressed in a timely fashion. Results of each quarterly site inspection is provided to the Illinois EPA.

The quarterly reports include observations regarding the integrity of the Site cap, fences, gates, and locks. Observations also include the six on-Site and two off-Site monitoring wells.

Inspection reports for the second and third quarters of 2010 are included as samples in Attachment H. While the inspections indicated minor physical issues (animal activity at fences, etc.) all issues were promptly addressed and all inspections to date have indicated there were no activities that would compromise the ICs for the Site.